## DU PAGE COUNTY

### DU PAGE COUNTY BOARD

#### FINAL AGENDA

**December 11, 2018**

**Regular Meeting**

**10:00 AM**

### COUNTY BOARD ROOM

**421 N. COUNTY FARM ROAD**

**WHEATON, IL  60187**

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### Chairman

Daniel Cronin

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### District 1

- Donald Puchalski
- Ashley Selmon
- Sam Tornatore

### District 2

- Elizabeth Chaplin
- Peter DiCianni
- Sean Noonan

### District 3

- Greg Hart
- Brian Krajewski
- Julie Renehan

### District 4

- Grant Eckhoff
- Tim Elliott
- Mary Ozog

### District 5

- Sadia Covert
- Dawn DeSart
- James Healy

### District 6

- Robert Larsen
- Sheila Rutledge
- James Zay

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County Administrator - Thomas Cuculich

Deputy County Administrator - Sheryl Markay
1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION
   A. Pastor Josh Ebener - St. Andrew Lutheran Church, West Chicago

4. ROLL CALL

5. CHAIRMAN'S REPORT
   A. Anniversary Award - Jeanie Moccio, 25 years
   B. National Homeless Persons' Memorial Day proclamation
   C. Cool Yule proclamations: Conrad Fischer Elementary School, Elmhurst and Emerson Elementary School, Elmhurst

6. PUBLIC COMMENT

7. CONSENT ITEMS
   B. Minutes -- County Board Minutes - 11/13/18
   C. Minutes -- County Board Minutes - 11/27/18
   D. Payment of Claims -- 11/27/18 Paylist
   E. Payment of Claims -- 11/30/2018 Paylist
   F. Payment of Claims -- 12/04/2018 Paylist
   G. Payment of Claims -- 12/7/18 Paylist
   H. Wire Transfers -- 12/5/18 Wire Transfer
   I. Wire Transfers -- 12/06/2018 Wire Transfer
   J. Consent Item -- Treasurer's Monthly Report - November 2018
   K. Consent Item -- Consent Agenda 12/11/2018

8. COUNTY BOARD - ZAY
Committee Update

A. Approval of 2018-2019 DuPage County Board Committee Assignments

B. Nomination for and Selection of County Board Vice-Chairman

C. CB-R-0014-19 RESOLUTION -- Appointment of Sean T. Noonan as a Member (County Board) and Chairman of the Emergency Telephone System Board

D. CB-R-0013-19 RESOLUTION -- Appointment of Grant Eckhoff as a Member (County Board) of the Emergency Telephone System Board for 9-1-1

E. CB-R-0016-19 RESOLUTION -- Appointment of Robert J. Kartholl as Chairman of the Zoning Board of Appeals

F. CB-R-0017-19 RESOLUTION -- Appointment of the Honorable John W. Demling to the DuPage County Ethics Commission

9. FINANCE - LARSEN

Committee Update

A. FI-R-0001-19 RESOLUTION -- Annual Financial Commitment in support of the Chicago Metropolitan Agency for Planning to consolidate planning of land use and transportation for the seven Counties of northeastern Illinois - $36,359.00

B. FI-R-0006-19 RESOLUTION -- Acceptance of Additional Funding and Extension of Time for the Illinois Emergency Management Agency (IEMA) Emergency Management Performance Grant PY17, Intergovernmental Agreement No. 17EMADUPA2, $310,150.77

C. FI-R-0007-19 RESOLUTION -- Acceptance and Appropriation of Additional Funding for the DuPage Convalescent Center Foundation Music Therapy Grant PY16 – Company 5000 – Accounting Unit 2120 – $1,000.00

D. FI-R-0008-19 RESOLUTION -- Acceptance of the DuPage County Community Development Commission Agreement No. CD18-05 in the amount of $400,000.00

E. FI-R-0010-19 RESOLUTION -- Budget Transfers 12-11-18 Budget Transfers Various Companies and Accounting Units

F. FI-R-0011-19 RESOLUTION -- Additional Appropriation For The G.O. 2010 Bond Project Fund, Company 6000 - Accounting Unit 3110, $605,667

G. FI-R-0012-19 RESOLUTION -- Placing Names on Payroll

H. FI-R-0964-18 RESOLUTION -- FI-R-0964A-18 Scrivener's Error to Placing Names on Payroll
I. Authorization for Overnight Travel -- County Board Member to travel to Washington D.C. to attend the 2019 NACo Legislative Conference on March 2, through March 6, 2019. Expenses to include registration, airfare, lodging, and meals for an approximate total of $2,505

10. DEVELOPMENT - TORNATORE
   
   Committee Update
   
   Regulatory Services
   
   A. DC-O-0001-19 ORDINANCE -- Z18-054 – ORDINANCE – Lee: 1. Conditional Use for Detached Accessory Buildings (4 Existing Sheds) to remain less than 10 feet from the property line, where they have existed more than 5 years. (Winfield/District 6) The Zoning Hearing Officer recommended to approve Z18-054 Lee. Development Committee VOTE to Approve: 5 Ayes, 0 Nays, 1 Absent
   
   B. DC-O-0002-19 ORDINANCE -- Z18-060 – ORDINANCE – Murphy: 1. Conditional use to allow an existing shed to remain less than 10 feet from the side property line (approximately 4 feet), where the shed has existed for more than 5 years. (Wayne/District 6) The Zoning Hearing Officer recommended to approve Z18-060 Murphy. Development Committee VOTE to Approve: 5 Ayes, 0 Nays, 1 Absent
   
   C. DC-O-0003-19 ORDINANCE -- Z18-063 – ORDINANCE – Ohlmann: 1. Conditional use to allow existing shed on property where the shed has existed more than 5 years, to be less than 3 feet (approx. 0.81 feet) from side property line. (Milton/District 4) The Zoning Hearing Officer recommended to approve Z18-063 Ohlmann. Development Committee VOTE to Approve: 5 Ayes, 0 Nays, 1 Absent
   
   D. DC-O-0004-19 ORDINANCE -- Z18-065 – ORDINANCE – Augustinas: 1. Variation to reduce required lot size from 40,000 sq. ft. to approximately 20,000 square feet for two lots, both served with well and septic. (Downers Grove S./District 3) The Zoning Hearing Officer recommended to approve Z18-065 Augustinas. Development Committee VOTE to Approve: 5 Ayes, 0 Nays, 1 Absent
   
   E. DC-O-0005-19 ORDINANCE -- Z18-067 – ORDINANCE – Suhs: 1. Variation to allow a 3 ft. high, 100% solid fence on the east side of lots, within the first 30 ft./front yard instead of the required 50% open fence. (Winfield/District 6) The Zoning Hearing Officer recommended to approve Z18-067 Suhs. Development Committee VOTE to Approve: 5 Ayes, 0 Nays, 1 Absent

11. HEALTH & HUMAN SERVICES - HART
   
   Committee Update
A. HHS-R-0009-19 RESOLUTION -- Recommendation for Approval of a 3rd Modification, 3rd Time Extension of a Community Development Block Grant (CDBG) Agreement with The Village of Villa Park, Project Number CDBG-DR-05 – Villa Park, Green Infrastructure Project - Extending the Project Completion Date Through June 30, 2019.

B. HHS-P-0012-19 Recommendation for the approval of a contract purchase order to WellSky Corporation for renewal of the Annual ServicePoint contract, renewal of licenses, onsite training expenses, and custom programming for a contract total not to exceed $43,485.00

12. JUDICIAL/PUBLIC SAFETY - ECKHOFF

Committee Update

A. JPS-P-0006-19 Recommendation for the approval of a contract purchase order issued to West, a Thomson Reuters Business, for a subscription to Westlaw that provides staff with access to online legal research. This contract covers the period of December 01, 2018 through November 30, 2021 for the Law Library, for a contract total amount not to exceed $85,752.41. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – Sole Source. (Password for the library staff).

B. JPS-P-0007-19 Recommendation for the approval of a contract purchase order to West, A. Thomson Reuters Business, for a subscription to Westlaw that provides attorneys and library patrons with access to online legal research. This contract covers the period of December 01, 2018 through November 30, 2021 for the Law Library, for a contract total amount not to exceed $198,324.51. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – Sole Source. (To provide access to digital content for attorneys and public).

C. JPS-P-0008-19 Recommendation for the approval of a contract purchase order to West Thomson Reuters for a subscription to books that provides staff and attorneys with access to legal research titles in print. This contract covers the period of January 1, 2019 through December 31, 2021 for the Law Library, for a contract total amount not to exceed $283,524.00. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – Sole Source. (Legal Books).

13. PUBLIC WORKS - HEALY

Committee Update

A. PW-P-0009-19 Recommendation for the approval of a contract purchase order to Sutton Ford, Inc., for the purchase of one (1) Ford F-550 Dump Truck, for Public Works, for a total contract amount not to exceed $59,434.00. Contract let pursuant to the Governmental Joint Purchasing Act, Suburban Purchasing Cooperative Contract #182
B. PW-P-0010-19 Recommendation for the approval of a contract purchase order to Roesch Ford, for the purchase of three (3) 2019 Ford F-150 Trucks, for Public Works, for a total contract amount not to exceed $95,742.00. Contract let pursuant to the Governmental Joint Purchasing Act, Northwest Municipal Conference Contract #182

C. PW-P-0011-19 Recommendation for the approval of a contract purchase order to Weatherproofing Technologies, Inc., to provide roof inspection, preventative maintenance, and minor repairs as needed at various Public Works Facilities, for the period December 11, 2018 through December 10, 2021, for a total contract amount not to exceed $37,602.00. Contract pursuant to the Intergovernmental Cooperation Act – National IPA TCPN #R132205

D. PW-R-0015-19 RESOLUTION -- Authorizing the Acceptance of Transferred Property from The Highland Hills Sanitary District for the County's York Township Water Distribution System

E. Change Order -- FM-P-0398A-17 AMENDMENT to Resolution FM-P-0398-17, issued to Tee Jay Service Company, Inc., for preventive maintenance and repair services for automatic and manual doors with threshold closers, as needed, for County facilities, for Facilities Management, to extend the contract term through March 31, 2019, to allow for completion of a new bid, with no change in contract total amount

14. STORMWATER - ZAY

Committee Update

A. SM-P-0003-19 Recommendation for the approval of a contract purchase order to Bob Ridings, Inc., for the purchase of one (1) 2019 Ford F-350 Super Cab 4x4 truck, for Stormwater Management, for a contract total amount not to exceed $48,946.00. Contract let pursuant to the Governmental Joint Purchasing Act [State of Illinois]

B. SM-P-0004-19 Recommendation for the approval of a contract purchase order to Sutton Ford, Inc., for the purchase of one (1) 2019 Ford F-550 Super Cab 4x4 1-Ton Dump Truck, for Stormwater Management, for a contract total amount not to exceed $62,274.00. Contract let pursuant to the Governmental Joint Purchasing Act (Suburban Purchasing Cooperative Contract Number 182)

C. SM-P-0005-19 Recommendation to approve an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Clarendon Hills and for Chestnut Alley Permeable Paver Retrofit Water Quality Improvement Project, for a period of December 11, 2018 to March 1, 2021, for Stormwater Management, for a contract total amount not to exceed $100,000.00. Contract pursuant to the Intergovernmental Cooperation Act (Chestnut Alley Permeable Paver Project has been selected for funding for the FY2018 Water Quality Improvement Program Grant)

15. TRANSPORTATION - PUCHALSKI

Committee Update
A. DT-R-0002-19 RESOLUTION -- License agreement between the County of DuPage and the Forest Preserve District of DuPage County for construction access within Mayslake and Fullersburg Woods Forest Preserve (No County Cost)

B. DT-R-0003-19 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Willowbrook, for mowing along County roads and rights-of-way, for an estimated County cost of $23,430.00, annually for three years

C. DT-R-0004-19 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Addison Road District, for mowing along County roads and rights-of-way, for an estimated County cost of $24,260.00, annually for three years

D. DT-R-0005-19 RESOLUTION -- Letter of Agreement between the County of DuPage and the Illinois Department of Transportation for rock salt usage/loading and delegation of authority to the Director of Transportation/County Engineer to execute the Letter of Agreement and future annual renewals

E. DT-P-0001-19 Recommendation for the approval of a contract purchase order to Shorewood Home and Auto, Inc., to furnish and deliver two (2) John Deere Z997R Diesel Mowers each with a 60” Mulch on Demand Deck for the Division of Transportation, for a contract total not to exceed $33,223.56; per lowest responsible bid 18-209-DOT

F. DT-P-0002-19 Recommendation for the approval of a contract purchase order to Patten Industries, Inc. d/b/a Altorfer Industries, Inc., to furnish and deliver one (1) Caterpillar Model 962M Medium Wheel Loader with Options for the Division of Transportation, for a contract total not to exceed $269,000.00; Contract pursuant to the Intergovernmental Cooperation Act (National IPA)

G. Action Item -- DT-R-0679A-16 - Amendment to Resolution DT-R-0679-16, Membership Agreement between the County of DuPage and JULIE, Inc., to decrease the funding in the amount of 25,496.63, resulting in a final County cost of $36,503.37, a decrease of 41.12%

16. DISCUSSION

A. Discussion -- PA99-0646 Pension Obligation Projections Required by the Local Government Wage Increase Transparency Act

17. UNFINISHED BUSINESS

18. NEW BUSINESS

19. EXECUTIVE SESSION

A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (11) - Pending Litigation

B. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2) - Collective Negotiating Matters
20. MEETING ADJOURNED

A. This meeting is adjourned to Tuesday, January 15, 2019 at 10:00 a.m.
The proceedings of the County Board of DuPage County at a Regular meeting held at the DuPage Center, 421 North County Farm Road, Wheaton, Illinois, on Tuesday, November 13, 2018, at 10:00 A.M.

Meeting called to order with Chairman Cronin presiding.

On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay were present. Members Grant and Wiley were not present at the time of roll call.

Chairman Cronin presented a Proclamation Honoring Small Business Saturday to Laura Crawford of Chamber 630 and Economic Development Committee Chairwoman Tonia Khouri.

Member Grasso moved, seconded by Member Puchalski, that a Proclamation Honoring Small Business Saturday be approved.

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PROCLAMATION HONORING
SMALL BUSINESS SATURDAY

WHEREAS, DuPage County Government celebrates our local small businesses and the contributions they make to our local economy and the community; and

WHEREAS, according to the United States Small Business Administration, small businesses employ 47.5% of employees in the private sector in the United States and 33% of consumers’ holiday shopping will be done at small, independently-owned retailers and restaurants; and

WHEREAS, 91% of all consumers believe that supporting small, independently-owned restaurants and bars is important, and 76% of all consumers plan to go to one or more small businesses as part of their holiday shopping; and

WHEREAS, in 2011, the U.S. Senate unanimously passed a Resolution in support of the day. By 2012, officials in all 50 states participated in support for Small Business Saturday.

WHEREAS, DuPage County supports local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, advocacy groups as well as public and private organizations across the County have endorsed the Saturday after Thanksgiving as Small Business Saturday.
NOW, THEREFORE, BE IT RESOLVED that I, Daniel J. Cronin, Chairman of the DuPage County Board, and Members of the County Board, do hereby declare Saturday, November 24th as Small Business Saturday and urge all residents of DuPage County to join the rest of America and do a portion of their holiday shopping at locally-owned businesses.

Approved this 13th day of November, 2018, in Wheaton, Illinois.

Chairman Cronin presented a Proclamation of Commendation to DuPage Airport Authority, Illinois to Steve Davis, Chairman of the DuPage Airport Authority Board and Michael LeDonne, an Authority Board Member.

Member Puchalski moved, seconded by Member Tornatore, that a Proclamation of Commendation to DuPage Airport Authority, Illinois be approved.

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PROCLAMATION OF COMMENDATION TO DU PAGE AIRPORT AUTHORITY, ILLINOIS

WHEREAS, the DuPage Airport Authority Board of Commissioners is appointed by the County Chairman with the advice and consent of the County Board; and

WHEREAS, the DuPage Airport Authority provides aviation facilities and services to the Chicagoland area, supporting both corporate and general aviation, charter service, local commuter service and air cargo while fostering aviation related business on the field; and

WHEREAS, the DuPage Airport Authority has a strong mission of providing excellence in aviation service, financial controls and community relations; and

WHEREAS, as an aviation leader, the DuPage Airport Authority is continuously expanding and innovating its first-class services customers have come to expect; and

WHEREAS, the DuPage Airport Authority strives to increase revenues and operational efficiencies across all three entities of the Authority: Aviation, the Business Center and Prairie Landing Golf Course; and

WHEREAS, the DuPage Airport Authority operates as a fiscally responsible organization; and

WHEREAS, the DuPage Airport Authority received the 2018 Distinguished Budget Presentation Award for the current budget from the Government Finance Officers Association
WHEREAS, the GFOA Distinguished Budget Award is the highest form of recognition in government budgeting.

NOW THEREFORE, BE IT RESOLVED, that I, Daniel J. Cronin, Chairman of the DuPage County Board and Members of the County Board commend the DuPage Airport Authority for their fiscal responsibility and congratulate them on receiving the Distinguished Budget Award.

Enacted this 13th day of November, 2018, in Wheaton, Illinois.

Zuleima Chagui, from the Illinois Sustainable Technology Center, presented Members Jim Zay, Jim Healy, Don Puchalski and Amy Grant, the Chairs of Stormwater, Public Works, Transportation and Environmental Committees, with the Illinois Sustainability Award.

Elmhurst Mayor Tom Marcucci, presented the PACE Suburban Service & Regional ADA Paratransit Budget.

The following people voiced Public Comment regarding the DuPage Care Center:

Janet Schuurman
Ananya Rajan
Gilbert Mendoza

and the following on various other issues:

Holly Hootman       – Voter Issues
Vey Miracle         – Hot Shots Bar

Member Zay moved, seconded by Member Chaplin, that the Consent Calendar be approved. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant, Healy and Wiley were not present at the time of roll call. Motion carried.

Member Zay moved, seconded by Member Puchalski, that Resolution #CB-R-0949-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and
Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
CB-R-0949-18
2019 COUNTY BOARD MEETING SCHEDULE

WHEREAS, 5 ILCS 120/2.02 provides that:

2.02 Public notice of all meetings, whether open or closed to the public, shall be given as follows:

(a) Every body subject to the Act shall give public notice of the schedule of regular meetings at the beginning of each calendar or fiscal year and shall state the regular dates, times, and places of such meetings; and

WHEREAS, the County Board deems it advisable to establish a listing of the meetings of the County Board to be held from January 2019 through December 2019, attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that this Resolution establishing the attached schedule of 2019 County Board meetings be and is hereby approved and adopted; and

BE IT FURTHER RESOLVED that the County Clerk shall cause this Resolution to be published in a newspaper of general circulation in the County; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this Resolution to all County departments, elected officials’ offices and to all DuPage County media outlets.

2019 COUNTY BOARD MEETING SCHEDULE
All meetings convene at 10:00 a.m.

| January 15 | June 25 |
| January 29 | July 16 |
| February 12 | August 13 |
| February 26 | August 27 |
| March 12 | September 10 |
| March 26 | September 24 |
| April 9 | October 8 |
| April 23 | October 22 |
| May 14 | November 12 |
| May 28 | November 26 |
| June 11 | December 10 |
Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Healy, that Resolution #CB-R-0950-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
CB-R-0950-18
APPOINTMENT OF MICHAEL R. KONEWKO AS DU PAGE COUNTY
HEARING OFFICER - ADMINISTRATIVE ADJUDICATION PROGRAM

WHEREAS, pursuant to 5-43 et seq. of the Illinois Counties Code and 55 ILCS 5/5-43010 et seq., certain counties, including DuPage County, are empowered to adopt by Ordinance and implement an administrative adjudication program for the enforcement of Ordinance violations; and

WHEREAS, the DuPage County Board adopted CB-0046-10, An Ordinance Amending the DuPage County Code of Ordinances to add Administrative Adjudication of Ordinance Violations on August 24, 2010; and

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Michael R. Konewko to be a Hearing Officer for the Administrative Adjudication Program; and

WHEREAS, Michael R. Konewko has successfully completed the necessary training and has received the necessary approvals from the DuPage County Circuit Court.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Michael R. Konewko as a Hearing Officer for a term expiring on November 13, 2020, and shall continue until a successor has been appointed and qualified; and

BE IT FURTHER RESOLVED that the County shall compensate its Hearing Officer at the rate of $500.00 per hearing session; and

BE IT FURTHER RESOLVED that in the case of the unavoidable absence of the Hearing Officer, a qualified Hearing Officer from the Hearing Officer’s law firm may conduct the hearing in place of the Hearing Officer; and
BE IT FURTHER RESOLVED that the “Notice of Appointment” be attached hereunto and made part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this Resolution to Michael R. Konewko and the County Board Office.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Resolution #FI-R-0922-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0922-18
ADDITIONAL APPROPRIATION
SHERIFF’S BASIC CORRECTIONAL OFFICER (BCO) TRAINING FUND
COMPANY 1300, ACCOUNTING UNIT 4460
$90,600

WHEREAS, appropriations for the BCO Training Course Fund for Fiscal Year 2018 were adopted by the County Board pursuant to Ordinance FI-O-0044-17; and

WHEREAS, due to an additional training session scheduled during the year and associated costs exceeding original expectation, expenditures are greater than originally anticipated; and

WHEREAS, although the County must initially pay for the training course expenses, said costs are recovered through fee revenues from the State of Illinois and the University of Illinois-Police Training Institute; and

WHEREAS, the amount necessary to accommodate the additional training course expenditures through the remainder of Fiscal Year 2018 is $90,600.00 (NINETY THOUSAND, SIX HUNDRED AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated cash in the BCO Training Course Fund to support an additional appropriation of $90,600.00 (NINETY THOUSAND, SIX HUNDRED AND NO/100 DOLLARS); and
WHEREAS, the DuPage County Board finds that the need to appropriate said additional funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) in the amount $90,600.00 (NINETY THOUSAND, SIX HUNDRED AND NO/100 DOLLARS) in Company 1300, Accounting Unit 4460 is hereby accepted and added to the Fiscal Year 2018 Appropriation Ordinance.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

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RESOLUTION
FI-R-0923-18
ACCEPTANCE AND APPROPRIATION OF THE FFY18 STATE COURT IMPROVEMENT PROGRAM GRANT GRANT AGREEMENT NO. CIP BASIC-G-1801 COMPANY 5000 - ACCOUNTING UNIT 6140 $10,000 (Under the administrative direction of the DuPage County 18th Judicial Circuit Court)

WHEREAS, the County of DuPage, through the DuPage County 18th Judicial Circuit Court, has been notified by the Administrative Office of the Illinois Courts that grant funds in the amount of $10,000.00 (TEN THOUSAND AND NO/100 DOLLARS) are available to be used to fund a Guardian Ad Litem Attorney for Juvenile Abuse and Neglect Cases; and

WHEREAS, to receive said grant funds, the DuPage County 18th Judicial Circuit Court must enter into Grant Agreement No. CIP Basic-G-1801 with the Administrative Office of the Illinois Courts, a copy of which is attached to and incorporated as a part of this Resolution by reference (Attachment II); and

WHEREAS, the grant award period of performance is from October 1, 2018 through September 30, 2019; and

WHEREAS, no additional County funds are required to receive this funding; and
WHEREAS, acceptance of this grant award does not add any additional subsidy from the County; and

WHEREAS, the County Board finds the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Grant Agreement No. CIP Basic-G-1801 (Attachment II) between the County of DuPage and the Administrative Office of the Illinois Courts be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $10,000.00 (TEN THOUSAND AND NO/100 DOLLARS) be made to establish the FFY18 State Court Improvement Program Grant - Company 5000, Accounting Unit 6140, for the period October 1, 2018 through September 30, 2019; and

BE IT FURTHER RESOLVED that the Trial Court Administrator of DuPage County 18th Judicial Circuit Court is authorized to sign said Agreement on behalf of the DuPage County; and

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Resolution #FI-R-0925-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.
R E S O L U T I O N
FI-R-0925-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING FOR
THE COMPREHENSIVE LAW ENFORCEMENT RESPONSE TO DRUGS GRANT FY19
INTERGOVERNMENTAL AGREEMENT NO. 416721
COMPANY 5000 - ACCOUNTING UNIT 6615
$63,761
(Under the administrative direction of
the DuPage County State’s Attorney’s Office)

WHEREAS, the County of DuPage heretofore accepted and appropriated the
Comprehensive Law Enforcement Response to Drugs Grant FY19, Company 5000 - Accounting
Unit 6615, pursuant to Resolution FI-R-0893-18 for the period October 1, 2018 through March
31, 2019; and

WHEREAS, the County of DuPage will provide matching funds in the amount of
$22,020.00 (TWENTY-TWO THOUSAND, TWENTY AND NO/100 DOLLARS) which is
budgeted for in County Fiscal Year 2018 General Fund, Company 1000 - Accounting Unit 1180; and

WHEREAS, over-matching funds of $41,741.00 (FORTY-ONE THOUSAND, SEVEN
HUNDRED FORTY-ONE AND NO/100 DOLLARS) will be provided by the DuPage County
State’s Attorney’s Office from the State’s Attorney’s Drug Forfeiture account, Company 1400 -
Accounting Unit 6550; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this additional funding does not add any additional subsidy
from the County; and

WHEREAS, the County Board finds that the need to appropriate said grant funds creates
an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the
additional appropriation on the attached sheet (Attachment) in the amount of $63,761.00
(SIXTY-THREE THOUSAND, SEVEN HUNDRED SIXTY-ONE AND NO/100 DOLLARS)
be made and added to The Comprehensive Law Enforcement Response to Drugs Grant FY19,
Company 5000 - Accounting Unit 6615, and that the program continue as originally approved in
all other respects; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this
grant, the Judicial and Public Safety Committee shall review the need for continuing the
specified program and associated headcount; and
BE IT FURTHER RESOLVED that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Resolution #FI-R-0928-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0928-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) COM ED RATE RELIEF PROGRAM GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1500
$15,000
(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the LIHEAP ComEd Rate Relief Program Grant FY18, Company 5000, Accounting Unit 1500 pursuant to Resolution FI-R-0045-18 for the period January 2, 2018 through December 31, 2018; and

WHEREAS, the County of DuPage has been notified by the Illinois Association of Community Action Agencies that additional grant funds in the amount of $15,000.00 (FIFTEEN THOUSAND AND NO/100 DOLLARS) are available to be used to continue to assist in administering the ComEd Care Program; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this additional funding does not add any additional subsidy from the County; and

WHEREAS, the County of DuPage finds that the need to appropriate said additional funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $15,000.00
(FIFTEEN THOUSAND AND NO/100 DOLLARS) be made and added to the LIHEAP ComEd Rate Relief Program Grant FY18, Company 5000 - Accounting Unit 1500 and that the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Resolution #FI-R-0929-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0929-18
ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING
FOR THE FORTY-FOURTH (44TH) YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT FY 2018
COMPANY 5000 - ACCOUNTING UNIT 1440
$364,559.00
(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Forty-Fourth (44th) Year Community Development Block Grant FY18 - Company 5000, Accounting Unit 1440 pursuant to Resolution FI-R-0104-18 for the period of April 1, 2018 through March 31, 2019; and

WHEREAS, the County of DuPage has been notified by the United States Department of Housing and Urban Development that additional grant funds in the amount of $364,559.00 (THREE HUNDRED SIXTY-FOUR THOUSAND, FIVE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) have been awarded; and

WHEREAS, no additional County funds are required to receive this funding; and
WHEREAS, acceptance of this additional funding does not add any additional subsidy from the County; and

WHEREAS, the County of DuPage finds that the need to appropriate said additional funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) in the amount of $364,559.00 (THREE HUNDRED SIXTY-FOUR THOUSAND, FIVE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) be made and added to the Forty-Fourth (44th) Year Community Development Block Grant FY18, Company 5000, Accounting Unit 1440 and the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that the personnel budget for the Community Services Department be revised to reflect the addition of:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Description</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>110</td>
<td>50000 (1) Case Manager</td>
<td>$34,428.00 - $57,381.00</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IF FURTHER RESOLVED that should the Health and Human Services Committee determined the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Resolution #FI-R-0930-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.
RESOLUTION
FI-R-0930-18
ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING
FOR THE THIRTIETH (30TH) YEAR
EMERGENCY SOLUTIONS GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1470
$4,731.00
(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Thirtieth (30th) Year Emergency Solutions Grant FY18 - Company 5000, Accounting Unit 1470 pursuant to Resolution FI-R-00102-18 for the period of April 1, 2018 through March 31, 2019; and

WHEREAS, the County of DuPage has been notified by the United States Department of Housing and Urban Development that additional grant funds in the amount of $4,731.00 (FOUR THOUSAND, SEVEN HUNDRED THIRTY-ONE AND NO/100 DOLLARS) have been awarded; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this additional funding does not add any additional subsidy from the County; and

WHEREAS, the County of DuPage finds that the need to appropriate said additional funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) in the amount of $4,731.00 (FOUR THOUSAND, SEVEN HUNDRED THIRTY-ONE AND NO/100 DOLLARS) be made and added to the Thirtieth (30th) Year Emergency Solutions Grant FY18, Company 5000, Accounting Unit 1470, and the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.
Member Larsen moved, seconded by Member Healy, that Resolution #FI-R-0931-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

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RESOLUTION
FI-R-0931-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING
FOR THE TWENTY-SEVENTH (27TH) YEAR
HOME INVESTMENT PARTNERSHIP GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1450
$543,336.00

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Twenty-Seventh (27th) Year HOME Investment Partnership Grant FY18 - Company 5000, Accounting Unit 1450 pursuant to Resolution FI-R-0103-18 for the period of April 1, 2018 through March 31, 2019; and

WHEREAS, the County of DuPage has been notified by the United States Department of Housing and Urban Development that additional grant funds in the amount of $543,336.00 (FIVE HUNDRED FORTY-THREE THOUSAND, THREE HUNDRED THIRTY-SIX AND NO/100 DOLLARS) have been awarded; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this additional funding does not add any additional subsidy from the County; and

WHEREAS, the County of DuPage finds that the need to appropriate said additional funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) in the amount of $543,336.00 (FIVE HUNDRED FORTY-THREE THOUSAND, THREE HUNDRED THIRTY-SIX AND NO/100 DOLLARS) be made and added to the Twenty-Seventh (27th) Year HOME Investment Partnership Grant FY18, Company 5000, Accounting Unit 1450, and the program continue as originally approved in all other respects; and
BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IF FURTHER RESOLVED that should the Health and Human Services Committee determined the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Resolution #FI-R-0932-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0932-18
ACCEPTANCE AND APPROPRIATION OF THE
DU PAGE CARE CENTER FOUNDATION - RECREATION THERAPY GRANT FY19
COMPANY 5000 - ACCOUNTING UNIT 2120
$18,000
(Under the administrative direction of the Convalescent Center)

WHEREAS, the County of DuPage has been notified by the DuPage Care Center Foundation that grant funds in the amount of $18,000.00 (EIGHTEEN THOUSAND AND NO/100 DOLLARS) are available to be used to continue funding for two part-time Recreation Therapy Aid positions to support the All-House Program; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and

WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) be made to establish the DuPage Care Center Foundation-Recreation Therapy Grant FY19, Company 5000 - Accounting Unit 2120 for the period December 1, 2018 through November 30, 2019; and
BE IT FURTHER RESOLVED by the DuPage County Board that the Administrator of the Care Center is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED that should local funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Resolution #FI-R-0936-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0936-18
BUDGET TRANSFERS-VARIOUS COMPANIES AND ACCOUNTING UNITS FISCAL YEAR 2018

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2018 fiscal year; and

WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-R-0937-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and
Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0937-18
ADDITIONAL APPROPRIATION FOR THE
SPECIAL SERVICE AREA #35 – LAKES OF ROYCE RENAISSANCE
CAPITAL PROJECT FUND
COMPANY 6100, ACCOUNTING UNIT 2710
$493,366

WHEREAS, appropriations for the Special Service Area #35 – Lakes of Royce Renaissance Capital Project Fund for Fiscal Year 2018 were adopted by the County Board pursuant to Ordinance OPW-001-10; and

WHEREAS, there exists a need to appropriate the amount of $493,366.00 (FOUR HUNDRED NINETY-THREE THOUSAND, THREE HUNDRED SIXTY-SIX AND NO/100 DOLLARS) in the Special Service Area #35 – Lakes of Royce Renaissance Capital Project Fund in Fiscal Year 2018 for reimbursement of funds expended by Public Works as part of the initial construction of the water supply system for the residents of Lakes of Royce Renaissance (SSA #35) that were not originally budgeted for in Fiscal Year 2018; and

WHEREAS, the current budget in the Special Service Area #35 – Lakes of Royce Renaissance Capital Project Fund does not include sufficient appropriations to accommodate the above-mentioned expenditures; and

WHEREAS, there is sufficient unappropriated cash in the Special Service Area #35 - Lakes of Royce Renaissance Capital Project Fund to support an additional appropriation of $493,366.00 (FOUR HUNDRED NINETY-THREE THOUSAND, THREE HUNDRED SIXTY-SIX AND NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the amount of $493,366.00 (FOUR HUNDRED NINETY-THREE THOUSAND, THREE HUNDRED SIXTY-SIX AND NO/100 DOLLARS) for the Special Service Area #35 – Lakes of Royce Renaissance Capital Project Fund in Fiscal Year 2018, creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the additional appropriation on the attached sheet in the amount of $493,366.00 (FOUR HUNDRED NINETY-THREE THOUSAND, THREE HUNDRED SIXTY-SIX AND NO/100 DOLLARS) for the Special Service Area #35 – Lakes of Royce Renaissance Capital Project Fund be added to the Fiscal Year 2018 Appropriation Ordinance.
Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-R-0295A-17 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0295A-17
Revision to FI-R-0295-17 - 2018 Holiday Schedule

WHEREAS, County holidays should be reviewed from time to time; and

WHEREAS, County holidays should be coordinated as much as possible with the Courts holiday schedule.

NOW, THEREFORE, BE IT RESOLVED that the number of holidays County employees receive in 2018 should be twelve; and

BE IT FURTHER RESOLVED that the following days shall be designated as County holidays for 2018:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Day of the Week</th>
<th>Date of Observation</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Monday</td>
<td>January 1, 2018</td>
</tr>
<tr>
<td>Martin Luther King Day</td>
<td>Monday</td>
<td>January 15, 2018</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Monday</td>
<td>February 19, 2018</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Monday</td>
<td>May 28, 2018</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Wednesday</td>
<td>July 4, 2018</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Monday</td>
<td>September 3, 2018</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>Monday</td>
<td>October 8, 2018</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>Monday</td>
<td>November 12, 2018</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Thursday</td>
<td>November 22, 2018</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Friday</td>
<td>November 23, 2018</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td>Monday</td>
<td>December 24, 2018</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Tuesday</td>
<td>December 25, 2018</td>
</tr>
</tbody>
</table>

; and

BE IT FURTHER RESOLVED that the above designated holidays shall be part of the 2018 schedule only will be observed, unless deemed differently by the County Board; and
BE IT FURTHER RESOLVED that the County Clerk shall distribute a copy of this Resolution to all departments and elected offices.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-R-0948-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0948-18
PLACING NAMES ON PAYROLL

WHEREAS, the DuPage County Board heretofore adopted a position classification and Pay Plan for all County employees.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on the regular or temporary payroll at the salaries, classifications, and with the effective date as more particularly set forth below:

CORPORATE FUND

REPLACEMENTS

COUNTY BOARD 1000-1100

Effective December 3, 2018
Jon Nelson, Policy and Program Manager
Class 1215, Range 313 at $70,000 per year

FACILITIES MANAGEMENT 1000-1100

Effective November 14, 2018
Kenneth Hanson, Stationary Engineer
Class 3145 at $63,525 per year
SHERIFF 1000-4401

Effective October 22, 2018
Brittany Erskine, Radio Dispatcher
Class 2242, Range 409 at $43,614 per year

SHERIFF 1000-4410

Effective November 5, 2018
Melenie Becker, Deputy Sheriff
Class 2233, Range 411 at $55,051 per year

Effective November 5, 2018
Jimmy Lee III, Deputy Sheriff
Class 2233, Range 411 at $55,051 per year

NON CORPORATE FUND

REPLACEMENTS

BUILDING & ZONING 1100-2810

Effective December 3, 2018
Rebecca Pracht, Office Assistant
Class 1004, Range 108 at $28,500 per year

CARE CENTER 1200-2025

Effective October 25, 2018
Jasslyn Pinzon, Dining Services Worker
Class 4237, Range 106 at $10.92 per hour

CARE CENTER 1200-2035

Effective October 27, 2018
Lucious Fletcher, Housekeeper I
Class 4210, Range 106 at $10.92 per hour

Effective October 29, 2018
Shirlene Tates, Housekeeper I
Class 4210, Range 106 at $10.92 per hour

Effective October 29, 2018
Angelica Vega, Housekeeper I
Class 4210, Range 106 at $22,722 per year
Effective November 5, 2018
   Lori Leahy, Housekeeper I
   Class 4210, Range 106 at $22,722 per year

Effective November 5, 2018
   Kanubhai Patel, Housekeeper I
   Class 4210, Range 106 at $22,722 per year

REPLACEMENTS

CARE CENTER 1200-2050

Effective October 24, 2018
   Kristelle Joyce Taclibon, Certified Nursing Associate
   Class 4111, Range 108 at $27,040 per year

Effective November 5, 2018
   Macel Campbell, Licensed Practical Nurse
   Class 4121, Range 110 at $45,968 per year

Effective November 5, 2018
   Jovelyn Kraft, Certified Nursing Associate
   Class 4111, Range 108 at $27,040 per year

Effective November 5, 2018
   Consolacion Laput, Certified Nursing Associate
   Class 4111, Range 108 at $27,040 per year

Effective November 5, 2018
   Rhea Murphy, Certified Nursing Associate
   Class 4111, Range 108 at $28,496 per year

CARE CENTER 1200-2100

Effective November 5, 2018
   Carol Kinnie, Dining Services Worker
   Class 4237, Range 106 at $10.92 per hour

DIVISION OF TRANSPORTATION 1500-3510

Effective November 19, 2018
   Brandon Kutilek, Laborer
   Class 3110 at $33,500 per year
PROMOTIONS

CARE CENTER 1200-2050

Effective November 14, 2018
Tejal Amin, RN-Wound Care/Ostomy Coordinator
Class 4122, Range 312 at $67,000 per year, from
Class 4124, Range 311 at $58,428 per year

CARE CENTER 1200-2060

Effective November 14, 2018
Kelly Miller, Administrative Specialist
Class 1165, Range 110 at $39,000 per year, from
Class 1004, Range 108 at $30,599 per year

COMMUNITY SERVICES 5000-1450

Effective November 14, 2018
Barbara Temborius, Senior Community Development Specialist
Class 1946, Range 311, at $63,500 per year, from
Class 1945, Range 111 at $53,580 per year

DIVISION OF TRANSPORTATION 1500-3500

Effective November 14, 2018
Roula Eikosidekas, Administrative Specialist
Class 1165, Range 110 at $38,500 per year, from
Class 1161, Range 109 at $36,485 per year

STORMWATER MANAGEMENT 1600-3000

Effective November 14, 2018
Demetra Klasen, Administrative Specialist
Class 1165, Range 110 at $36,500 per year, from
Class 1004, Range 108 at $28,559 per year

EQUITY INCREASES

COMMUNITY SERVICES 5000-1430

Effective November 19, 2018
Gerald Gentile, Weatherization Program Assessor
Class 1921, Range 210 at $55,000 per year, from
$50,338 per year
TEMPORARY

COMMUNITY SERVICES 5000-1420

Effective November 14, 2018
Thalia Garcia, Social Services Assistant
Class 1232, Range 108 at $14.25 per hour

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this Resolution to the Auditor, Treasurer, Finance Department, Human Resources Department and one copy to the County Board.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Ordinance #FI-O-0074-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

ORDINANCE
FI-O-0074-18
AN ORDINANCE DISSOLVING THE HIGHLAND HILLS SANITARY DISTRICT UNDER PUBLIC ACT 98-0126

WHEREAS, the County Board, under the DuPage ACT Initiative (accountability, consolidation, transparency) and pursuant to the authority granted by Public Act 98-0126 (codified as 55 ILCS 5/5-44005, et seq., West), has adopted Ordinance OFI-0066-18 (“Proposing Ordinance”) proposing the dissolution of the Highland Hills Sanitary District (“District”); and

WHEREAS, following the adoption of the Proposing Ordinance, the Chairman of the DuPage County Board caused an audit of the District’s financial position to be undertaken, including a review of the District’s assets, receipts, claims and debt as well as an inventory of its real and personal property; and

WHEREAS, the audit findings were reported to the Chairman and DuPage County Board on October 23, 2018; and

WHEREAS, the audit reported the following:
1. **Assets (Property)** - No issues noted. The District owns fixed assets that it manages or controls including 30,000+ feet of sanitary sewer, a building and property as of October 31, 2018; and

2. **Receipts** - No issues noted. The District maintains a cash balance of $252,062.58 as of September 25, 2018; and

3. **Claims and debt** - No issues noted. The District has six (6) accounts payable as of September 25, 2018, and nominal liability (<$15,000) for all potential claims as of September 25, 2018; and

WHEREAS, the County Board made prior factual findings regarding the state of the District and the District’s ability to provide services to its residents in the Proposing Ordinance, which findings are re-adopted and incorporated herein as an additional factual basis for this Ordinance; and

WHEREAS, the County Board further found that the District, the Flagg Creek Water Reclamation District (“Flagg Creek”) and the County of DuPage have previously entered into an intergovernmental agreement (“IGA”), and amended thereafter, which IGA provides for the disposition and allocation of the District’s assets, the transfer of its governmental functions to the County and Flagg Creek, and other matters necessary for the orderly dissolution of the District; and

WHEREAS, the County has permanently acquired the District’s water distribution system, incorporated that infrastructure into the County’s York Township Water System, and commenced providing a potable water supply to all of the District’s residents, pursuant to the IGA; and

WHEREAS, Flagg Creek has historically provided wastewater treatment for the District’s Sanitary Sewer System and will continue to do so while also assuming ownership, operational and maintenance responsibility over the District’s Sanitary Sewer System; and

WHEREAS, pursuant to the IGA, Flagg Creek and the County have already assumed significant operational and maintenance responsibility over the District’s Sanitary Sewer System; and

WHEREAS, the District largely exists as a taxing body without any remaining significant governmental functions; and

WHEREAS, the dissolution of the District will provide cost savings for its residents as the annual tax levy of approximately $53,500.00 will be abolished, and over $25,000.00 in professional services costs and trustee compensation (as provided by statute) will no longer be necessary to maintain the District; and

WHEREAS, the dissolution of the District will not decrease or impair the quality, pressure or supply of potable water delivered to the District’s residents nor diminish or harm the effectiveness of its sanitary sewer services; and
NOW, THEREFORE BE IT ORDAINED, by the County Board of DuPage County, Illinois that:

1. The County Board does hereby dissolve the Highland Hills Sanitary District, pursuant to the authority conferred by Public Act 98-0126, and that said dissolution shall occur no sooner than one hundred fifty (150) days from the effective date of this Ordinance; and

2. The County Clerk shall publish public notice of this Ordinance in a newspaper of general circulation for the area served by the Highland Hills Sanitary District that informs the public that the question of dissolution of the Highland Hills Sanitary District may be subject to a referendum if a sufficient number of registered voters residing within the District’s territory file a petition with the DuPage County Board of Elections containing the requisite number of signatures of the District’s voters. More specifically, the above-described notice shall inform the public that:

   (i) 7.5% or sixty-nine (69) of the District’s nine hundred sixteen (916) registered voters are required to sign a petition requesting that the question of dissolution be submitted to referendum;

   (ii) Such petition must be filed on or before December 19, 2018 with the DuPage County Election Commission, 421 N. County Farm Road, Wheaton, Illinois;

   (iii) In the event that a petition meeting the requirements of this Ordinance, and state law, is timely filed, the date of the prospective referendum shall be April 2, 2019; and

   (iv) The statement of the cost savings and the purpose or basis for the dissolution which are fully set forth in Ordinance OFl-0066-18 and within the recitals of this Ordinance F1-O-0074-18.

3. If no legally compliant petition requesting that the question of dissolution be submitted to referendum has been filed by December 17, 2018, the remaining mandates of Paragraph 4 of this Ordinance shall be self-operating as of that date.

4. As soon as the Chairman of the DuPage County Board is lawfully authorized to do so, and without further action by the County Board, the Chairman shall cause to be filed with the Eighteenth Judicial Circuit Court of DuPage County a petition for an order designating a trustee-in-dissolution for the Highland Hills Sanitary District, immediately terminating the terms of the members of the Highland Hills Sanitary District’s governing board, and providing for the compensation of the trustee-in-dissolution, which shall be paid from the corporate funds of the Highland Hills Sanitary District.
5. Following its adoption, the DuPage County Clerk shall transmit certified copies of this Ordinance to the Board of Directors of the Highland Hills Sanitary District; the DuPage County Superintendent of Public Works; Robert B. Berlin, DuPage County State’s Attorney; Gwen Henry, DuPage County Treasurer and the DuPage County Election Commission.

6. The effective date of this Ordinance shall be November 14, 2018.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Tornatore moved, seconded by Member Chaplin, that Resolution #T-1-18A be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

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ORDINANCE
T-1-18A

ZONING PETITION T-1-18 (a) TEXT AMENDMENTS TO THE COUNTY ZONING ORDINANCE RELATIVE TO ADULT BUSINESS USES AND PERFORMANCE STANDARDS

WHEREAS, a public hearing was held on October 11, 2018 and on November 1, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Text Amendments to the DuPage County Zoning Ordinance:

1. Add to all Residential Sections language relative to accessory uses and structures relating to solar and wind energy: Sections 37-701.1; 37-702.1; 37-703.1; 37-704.1; 37-705.1; 37-706.1; 37-707.1 per the attached exhibit 1

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on November 1, 2018 does find as follows:
FINDINGS OF FACT:

1. That the ZBA finds that the election to add to all Residential Sections language relative to accessory uses and structures relating to solar and wind energy is necessary and desirable to make clear that sustainable and renewable energy development is important to the County and its citizens in furtherance of its goals to protect and enhance the health, welfare and safety of its residents.

2. That the ZBA finds that recently the County Development Committee elected to enter into the Sol Smart initiative which is a national, (free) program that recognizes local governments for taking specific actions to improve local policies and practices to better facilitate property owners to install and operate safe, sustainable solar and wind energy systems.

3. That the ZBA finds that the Sol Smart program is a well-designed program providing strategic steps local governments can take to reduce “soft costs” of solar and wind installation and that it is necessary and desirable for the County to amend its codes to take advantage of programs and policies that will provide incentive, (both financial and regulatory) for property owners to enhance their quality of life, lessen the burden on our existing energy systems and reduce the costs to provide energy to individual residential properties.

4. That the ZBA finds that one of the benefits of clearly establishing regulations in the County Zoning Ordinance relative to accessory structures including wind and solar structures and uses, is to ensure that citizens will clearly understand that these uses are permitted in residential zoning districts and reduce or minimize any perceived or real barriers to the development of these types of structures on residential properties.

5. That the ZBA finds that in addition to the benefits to property owner, the amendments herein will enable the County to better identify the terms “solar uses”, “solar panels” etc., in the County Zoning Code which will enable the County to receive additional points in the Sol Smart Initiative which further enhances the County’s ability to support and encourage the use of sustainable and renewable energy in the development process.

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on November 1, 2018 recommends the following zoning relief:

Text Amendment to the DuPage County Zoning Ordinance:

1. Add to all Residential Sections language relative to accessory uses and structures relating to solar and wind energy: Sections 37-701.1; 37-702.1; 37-703.1; 37-704.1; 37-705.1; 37-706.1; 37-707.1 per the attached exhibit 1.
WHEREAS, the County Board Development Committee on November 6, 2018 concurred with the findings and recommendation of the ZBA and recommends to approve the following zoning relief:

1. Add to all Residential Sections language relative to accessory uses and structures relating to solar and wind energy: Sections 37-701.1; 37-702.1; 37-703.1; 37-704.1; 37-705.1; 37-706.1; 37-707.1 per the attached exhibit 1.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

1. Add to all Residential Sections language relative to accessory uses and structures relating to solar and wind energy: Sections 37-701.1; 37-702.1; 37-703.1; 37-704.1; 37-705.1; 37-706.1; 37-707.1 per the attached Exhibit 1.

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department and DuPage County Division of Transportation.

Enacted and approved this 13th day of November, 2018, A.D.

Member Krajewski moved, seconded by Member DiCianni, that Resolution #EN-P-0311-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanés, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
EN-P-0311-18
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND S.C.A.R.C.E.
FOR PROFESSIONAL ENVIRONMENTAL EDUCATIONAL SERVICES

WHEREAS, the Illinois General Assembly has granted the County of DuPage (“COUNTY”) authority to enter into agreements and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers (55 ILCS 5/5-1005); and
WHEREAS, the COUNTY, under Resolution EN-R-0667-16, entered into an agreement with SCARCE, (“CONSULTANT”), for that organization to provide community outreach and teacher environmental education training services as part of the education program; and

WHEREAS, the above-referenced AGREEMENT with the CONSULTANT is due to expire on November 30, 2018; and

WHEREAS, the CONSULTANT has experience and expertise in providing environmental educational services, is a 501(c)3 non-profit and is willing to provide the described services for an amount not to exceed $136,500.00; and

WHEREAS, the aforementioned amount is subject to annual appropriation by the DuPage County Board; and

WHEREAS, the COUNTY selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108(b) of the DuPage County Purchasing Procedures and Guidelines, and the CONSULTANT remains qualified to perform such services; and

WHEREAS, the Environmental Committee has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and CONSULTANT is hereby accepted and approved in an amount not to exceed $136,500.00 for the term December 1, 2018 to November 30, 2019 and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to SCARCE, Attn: Kay McKeen, 0N374 Papworth Street, Wheaton, Illinois 60187.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Grasso moved, seconded by Member DiCianni, that Resolution #ETS-R-0935-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavares, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

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RESOLUTION
ETS-R-0935-18

RESOLUTION TO APPROVE THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS ON BEHALF OF
THE EMERGENCY TELEPHONE SYSTEM BOARD
AND THE VILLAGE OF ADDISON
FOR THE REIMBURSEMENT OF CONSOLIDATION COSTS
(TOTAL AMOUNT: $506,859.00)

WHEREAS, the County of DuPage, Illinois (“County”) and the Village of Addison (“Village”) on behalf of the Emergency Telephone System Board (“DuPage ETSB”) are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the County and Village are part of a collaboration to enhance their ability to effectively respond to emergency calls to 9-1-1 through interoperable public safety communications capabilities available throughout the service area of the DuPage ETSB; and

WHEREAS, the Constitution and laws of the State of Illinois permit units of local government to enter into intergovernmental agreements in such a manner as is not restricted by law or ordinance; and

WHEREAS, the ETSB is further charged with the responsibility of providing wireless 9-1-1 emergency services and has designated one of its answering points to serve as a primary wireless 9-1-1 public safety answering point for its jurisdiction; and

WHEREAS, the County and Village are entering into an agreement based on the following criteria:

1. The Village is a public safety agency that is a member of the DuPage ETSB.
2. The Village has submitted, in writing, its intent to migrate to a consolidated center for purposes of E9-1-1 dispatch services and seeks financial assistance for this purpose.
3. Providing financial assistance is in the best interests of and will result in an overall cost savings to the DuPage ETSB.
4. The DuPage ETSB has submitted this change in the 9-1-1 System to the Illinois State Police Office of the 9-1-1 Administrator for approval.
5. The Illinois State Police Office of the 9-1-1 Administrator approved this modification to the 911 System.
6. The parties have reviewed the expenses and agreed upon the applicable costs associated with the closure of the Village’s PSAP and the migration of the Village’s E9-1-1 dispatch services to a consolidated center. These costs are made a part of the
Intergovernmental Agreement as Attachment A.

7. The agreed upon costs are allowed by statute, administrative code and/or ICC regulations; and pursuant to the DuPage ETSB’s Policy 911-001, Consolidation of 9-1-1 Services, Transfer and Decommissioning of Public Safety Answering Points, and Policy 911-002, Reimbursement of Consolidation Cost Policies.

8. The County is executing this Agreement on behalf of the DuPage ETSB and shall not be liable for any acts or omissions of the DuPage ETSB arising from this Agreement.

WHEREAS, the DuPage ETSB will bear the financial responsibility for the re-engineering and relocation of the 9-1-1 System services and equipment as designed in the ICC approved modifications to the DuPage ETSB 9-1-1 System Plan as detailed in the Intergovernmental Agreement; and

WHEREAS, the DuPage ETSB will provide said financial assistance as reimbursement for the migration to a consolidated center to the Village as detailed in Attachment A of the Intergovernmental Agreement; and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines the rights and responsibilities of the County on behalf of DuPage ETSB and the Village; and

WHEREAS, an Intergovernmental Agreement must be executed to define the rights and responsibilities of the County on behalf of DuPage ETSB and the Village in order to facilitate the reimbursement of allowable costs for consolidation in the amount of $506,589.00; and

WHEREAS, the Village acknowledges that the participation of the County, a unit of local government, is required solely for the execution of this Agreement on behalf of the DuPage ETSB and for no other purpose. Upon execution, the County shall have no other duties, rights, or responsibilities with respect to the Agreement. The Village shall indemnify and hold the County harmless and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys’ fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement. The DuPage ETSB shall reimburse the County for any and all expenses it may incur as a result of this Agreement.

WHEREAS, each party represents to the other that:

1. it has obtained all necessary approvals, consents and authorizations to enter into the Agreement; and

2. the person executing the Agreement on behalf of their party has the authority to do so; and

3. upon execution of this Agreement by the parties, it is a valid and binding, enforceable in accordance with its terms; and
4. the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of either Party.

NOW THEREFORE BE IT RESOLVED by the DuPage ETSB that the INTERGOVERNMENTAL AGREEMENT between the County on behalf of DuPage ETSB and the Village of Addison is hereby accepted and approved; and

BE IT FURTHER RESOLVED that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the DuPage County for the DuPage ETSB; and

BE IT FURTHER RESOLVED by the DuPage County Board that the INTERGOVERNMENTAL AGREEMENT between the County on behalf of DuPage ETSB and the Village of Addison is hereby accepted and approved.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that Resolution #HHS-P-0305-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
HHS-P-0305-18
AWARDING RESOLUTION ISSUED TO
CELLCO PARTNERSHIP DBA VERIZON WIRELESS
FOR CELLULAR AND WIRELESS SERVICES
FOR THE AGING CASE COORDINATION UNIT FUND PY19
($45,072.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services under any contract let by the State pursuant to lawful procurement procedures notwithstanding the requirements of Section 5-1022 of the Counties Code; and

WHEREAS, the State of Illinois has awarded a Cooperative Purchasing Agreement CMS793372P for the period of October 3, 2016 to October 2, 2019; and
WHEREAS, the Health and Human Services committee has recommended that the County Board approval for the issuance of a contract purchase order for Cellular and Wireless Services for the Aging Case Coordination Unit Fund PY19, in the amount of $45,072.00

NOW, THEREFORE BE IT RESOLVED, that said contract for Cellular and Wireless Services, for the period of October 1, 2018 through November 30, 2019 for the Aging Case Coordination Unit Fund PY19, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Cellco Partnership, dba Verizon Wireless, One Verizon Way, Schaumburg, Illinois 60173, for a contract total in the amount of $45,072.00, per the State of Illinois Cooperative Purchasing Agreement CMS793372P (Grant Funded).

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Krajewski, that Resolution #HHS-P-0306-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

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RESOLUTION
HHS-P-0306-18
INTERGOVERNMENTAL AGREEMENT
BETWEEN DU PAGE COUNTY AND PACE SUBURBAN BUS SERVICES
FOR PARA TRANSIT SERVICES TO ELIGIBLE SENIORS
(CONTRACT TOTAL AMOUNT: $42,971)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Pace Suburban Bus to provide County sponsored transportation services through RIDE DU PAGE, for DuPage County senior citizens approved through the Community Services Department, Senior Services Division, for the period August 1, 2018 through September 30, 2019.

NOW, THEREFORE BE IT RESOLVED, that the Contract covering said to provide transportation services for the approved DuPage County senior citizens for the period August 1, 2018 through September 30, 2019 through RIDE DU PAGE for Community Services, Senior Services Division, be, and it is hereby approved for issuance of a Contract by the Procurement Division to Pace Suburban Bus, 550 West Algonquin Road, Arlington Heights, Illinois 60005 for a contract total amount of $42,971.00 per Intergovernmental Agreement.
Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

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**RESOLUTION**

HHS-P-0307-18

AWARDING RESOLUTION ISSUED TO FAMILY SHELTER SERVICE, INC.

TO PROVIDE ADVOCACY SERVICES TO VICTIMS OF DOMESTIC VIOLENCE

(CONTRACT TOTAL AMOUNT $85,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Family Shelter Service for professional services to provide advocacy services to victims of domestic violence for the period December 1, 2018 through November 30, 2019, for Community Services.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, for professional services to provide advocacy services to victims of domestic violence for the period December 1, 2018 through November 30, 2019, for Community Services, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Family Shelter Service, 605 East Roosevelt Road, Wheaton, Illinois 60187, for a contract total amount not to exceed $85,000.00.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

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Member Hart moved, seconded by Member Khouri, that Resolution #HHS-P-0308-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

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RESOLUTION
HHS-P-0308-18
AWARDING RESOLUTION ISSUED TO
MEDLINE INDUSTRIES, INCORPORATED FOR THE PURCHASE
OF VARIOUS LINENS FOR THE DU PAGE CARE CENTER
(CONTRACT TOTAL AMOUNT: $44,817.20)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order for the purchase of various linens, for the period December 1, 2018 through November 30, 2019, for the Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said for the purchase of various linens, for the period December 1, 2018 through November 30, 2019, for the Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Medline Industries, Incorporated, Three Lakes Drive, Northfield, Illinois 60093, for a total contract amount not to exceed of $44,817.20, per low bid #18193-CARE.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that Resolution #FI-P-0020B-13 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
FI-P-0020B-13
AMENDMENT TO RESOLUTION FI-P-0020A-13
ISSUED TO TOSHIBA AMERICAN BUSINESS SOLUTIONS, INC.
AKA - ELECTRONIC IMAGING DIVISION FOR COPIER SERVICES
(INCREASE ENCUMBRANCE $3,730.00)

WHEREAS, Resolution FI-P-0020-13 was approved and adopted by the DuPage County Board on November 26, 2013; and
WHEREAS, Resolution FI-P-0020A-13 was approved and adopted by the DuPage County Board on July 18, 2017, for an increase and extension; and

WHEREAS, the Health and Human Services Committee recommends changes as stated in the Change Order Notice to increase contract 76-0001 SERV in the amount of $3,730.00, taking the amended contract amount of $239,139.36, resulting in a new contract total amount of $242,869.36, an increase of 1.56%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts the Change Order Notice to County Contract 76-0001 SERV, issued to Toshiba American Business Solutions, Inc., AKA Electronic Imaging Division for copier services, to increase the amount of the contract by $3,730.00, taking the amended contract amount of $239,139.36, resulting in a new contract total amount of $242,869.36, an increase of 1.56%.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that Resolution #HHS-P-0394A-17 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

WHEREAS, Resolution HHS-P-0394-17 was approved and adopted by the County Board on October 10, 2017; and

WHEREAS, the Health and Human Services Committee recommends changes as stated in the Change Order Notice to increase contract purchase order 2788-0001 SERV, issued to Symbria Rehab, Incorporated, for physical, occupational, speech and respiratory therapy and consulting services, for the DuPage Care Center, in the amount of $63,341.00.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts Change Order Notice, dated October 18, 2018, to contract purchase order 2788-0001 SERV, issued to Symbria
Rehab, Incorporated, for physical, occupational, speech and respiratory therapy and consulting services, for the period November 1, 2017 through October 31, 2018, for the DuPage Care Center, to increase contract in the amount of $63,341.00, resulting in an amended contract total amount of $1,263,341.00.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that Resolution #HHS-P-0431A-17 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
HHS-P-0431A-17
AMENDMENT TO RESOLUTION HHS-P-0431-17
(PURCHASE ORDER 2910-0001 SERV)
ISSUED TO AIRGAS USA, LLC TO FURNISH AND DELIVER
LIQUID PORTABLE OXYGEN FOR THE DU PAGE CARE CENTER
(INCREASE CONTRACT: $3,500.00)

WHEREAS, Resolution HHS-P-0431-17 was approved and adopted by the County Board on November 14, 2017; and

WHEREAS, the Health and Human Services Committee recommends changes as stated in the Change Order Notice to increase contract purchase order 2910-0001 SERV, issued to AirGas USA, LLC, to furnish and deliver liquid portable oxygen, for the DuPage Care Center, in the amount of $3,500.00.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts Change Order Notice, dated October 25, 2018, to contract purchase order 2910-0001 SERV, issued to AirGas USA, LLC, to furnish and deliver liquid portable oxygen, for the DuPage Care Center, to increase contract in the amount of $3,500.00, resulting in an amended contract total amount of $35,500.00.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that a Community Services Case Manager Liaison be authorized to attend the Ombudsman Level 1 Training in Bloomington,
Illinois from November 8-9, 2018, expenses to include transportation, lodging and per diem for approximate total of $305.00 (Senior grant funded 5000-1720). On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

Member Eckhoff moved, seconded by Member Puchalski, that Resolution #JPS-R-0924-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

\begin{verbatim}
RESOLUTION
JPS-R-0924-18
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS, THE DU PAGE COUNTY STATE’S ATTORNEY, TARRANT COUNTY, TEXAS AND THE TEXAS CONFERENCE OF URBAN COUNTIES FOR PROFESSIONAL CASE MANAGEMENT AND DIGITAL MEDIA SERVICES

WHEREAS, the County of DuPage shall herein be “COUNTY”, the DuPage County State’s Attorney shall herein be “STATE’S ATTORNEY”, Tarrant County, Texas shall herein be “TARRANT” and the Texas Conference of Urban Counties shall herein be “URBAN COUNTIES”; and

WHEREAS, the COUNTY, the STATE’S ATTORNEY, TARRANT and URBAN COUNTIES are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” as set forth in 5 ILCS 220/1 et seq., and as authorized by Article 7 Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purpose of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among governmental bodies; and

WHEREAS, the COUNTY, the STATE’S ATTORNEY, TARRANT and URBAN COUNTIES have entered into an Intergovernmental Agreement (“AGREEMENT”) for the performance of certain professional services as set forth and specified in the AGREEMENT attached hereto; and

WHEREAS, the STATE’S ATTORNEY’S current case management system was built and is maintained by the DuPage County Clerk of the Circuit Court and does not meet many of the STATE’S ATTORNEY’S current and future needs; and
\end{verbatim}
WHEREAS, the STATE’S ATTORNEY requires updated, professional case management services for all day-to-day activities to allow its staff to adapt to the proliferation of digital media evidence and to efficiently execute their duties and responsibilities on behalf of the People of DuPage County and the State of Illinois; and

WHEREAS, certain Federal Forfeiture Funds are available to the STATE’S ATTORNEY for use in the furtherance of his duties and obligations on behalf of the People of DuPage County and the State of Illinois which may be applied to upgrade and modernize the STATE’S ATTORNEY’S outdated case management system; and

WHEREAS, TARRANT and URBAN COUNTIES have developed a professional case management system designed by prosecutors specifically for use by prosecutors and have experience and expertise in this area and are authorized to license their case management software and are willing to perform certain specified professional services in connection therewith; and

WHEREAS, the CONSULTANT shall provide system interface, implementation, and data conversion, shall license its proprietary case management system software, “TechShare.Prosecutor”, shall provide data hosting services and shall provide all necessary interfaces which will allow employees of the STATE’S ATTORNEY to conduct their job functions more efficiently; and

WHEREAS, the CONSULTANT will host the system which will minimize equipment, maintenance and staff expenses for the COUNTY and STATE’S ATTORNEY; and

WHEREAS, the Judicial Public Safety Committee and the Finance Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY, the STATE’S ATTORNEY, TARRANT and URBAN COUNTIES is hereby accepted and approved in the amount set forth therein and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Charles Gray, Texas Conference of Urban Counties, 3300 Duval Road, #250, Austin Texas 78759; Lisa Smith, State’s Attorney’s Office and DuPage County.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Zay, that Resolution #JPS-P-0295-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and
Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

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RESOLUTION
JPS-P-0295-18
AWARDING RESOLUTION TO
INTEGRATED SOLUTIONS CONSULTING, INC.
FOR THE COMPREHENSIVE EMERGENCY MANAGEMENT
PROGRAM (CEMP) FOR THE DU PAGE COUNTY OFFICE
OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
(CONTRACT TOTAL AMOUNT: $33,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the renewal of a contract purchase order to Integrated Solutions Consulting, Inc., to provide CEMP maintenance licensing and technical upgrades, for the DuPage County Office of Homeland Security and Emergency Management.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, to provide CEMP maintenance licensing and technical upgrades, for the DuPage County Office of Homeland Security and Emergency Management, for the period from December 1, 2018 through November 30, 2019, for the Office of Homeland Security and Emergency Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Integrated Solutions Consulting, Inc., 3501 North Southport Avenue, Suite 300, Chicago, Illinois 60657 for a contract total amount not to exceed $33,000.00.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Zay, that Resolution #JPS-P-0296-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.
RESOLUTION
JPS-P-0296-18
AWARDING RESOLUTION
ISSUED TO NEC CORPORATION OF AMERICA FOR
IBW LATENT WORKSTATION AND ONSITE EBW TRAINING FOR 2
FOR THE SHERIFF’S OFFICE CRIME LABORATORY
(CONTRACT TOTAL AMOUNT $44,790.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to NEC Corporation of America for an IBW Latent Workstation and Onsite IBW training for 2 for the Sheriff’s Office Crime Laboratory

NOW, THEREFORE BE IT RESOLVED, that said contract covering said, to provide 1 (one) IBW Latent Workstation and Onsite IBW Latent training for 2 for the Sheriff’s Office Crime Laboratory be, and it is hereby approved for issuance of a contract by the Procurement Division to NEC Corporation of America, 3929 West John Carpenter Freeway, Irving, Texas 75063 for a contract total not to exceed $44,790.00 (Funded by the Sheriff’s Office Federal Treasury account).

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Zay, that Resolution #JPS-P-0297-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0297-18
AWARDING RESOLUTION TO HOV SERVICES INC.
FOR HARDWARE AND SOFTWARE TECHNICAL SUPPORT
FOR AN APPLICATION SYSTEM
(CONTRACT TOTAL AMOUNT $35,775.00)

WHEREAS, an agreement has been negotiated in accordance with County Board Policy; and
WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a contract purchase order for maintenance to the Kodak i1860 scanners, for the period of December 1, 2018 to November 30, 2019, for the Office of the Circuit Court Clerk.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, to provide for annual maintenance to the Kodak i1860 scanners, for the period of December 1, 2018 to November 30, 2019, for the Office of the Circuit Court Clerk, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to HOV Services Inc., 9659 North Sam Houston Parkway East, Suite 150, Box 170, Humble, Texas 77366, for a contract total amount of $35,775.00.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Noonan, that Resolution #JPS-P-0298-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0298-18
AWARDING RESOLUTION ISSUED TO GALLS, LLC FOR NEW BALLISTIC AND STAB VESTS FOR SHERIFF DEPUTIES ON AN AS NEEDED BASIS (CONTRACT TOTAL AMOUNT $67,969.20)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and Government Services Administration (GSA), the County of DuPage will contract with Galls, Inc.; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Galls, LLC for the purchase of Ballistic and Stab Vests for the Sheriff Deputies on an as needed basis.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, to provide ballistic and stab vests for Sheriff’s Deputies on an as needed basis, covering the period of December 1, 2018 through November 30, 2019, be, and it is hereby approved for issuance of a contract purchase order by Procurement Division to Galls, Inc., 1340 Russell Cave Road, Lexington, Kentucky 40505, for a contract total amount of $67,969.20.
Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Chaplin, that Resolution #JPS-P-0299-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0299-18
AWARDING RESOLUTION TO
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS
FOR CELLULAR AND WIRELESS SERVICES
(CONTRACT TOTAL AMOUNT: $30,000.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services under any contract let by the State pursuant to lawful procurement procedures notwithstanding the requirements of Section 5-1022 of the Counties Code; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Cellco Partnership, d/b/a Verizon Wireless, to provide cellular and wireless services for the Office of the Circuit Court Clerk.

NOW, THEREFORE, BE IT RESOLVED that said contract to provide cellular and wireless services for the period of December 1, 2018 through November 30, 2019, for the Office of the Circuit Court Clerk, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Cello Partnership dba Verizon Wireless, One Verizon Way, Schaumburg, Illinois 60173, for a contract total not to exceed $30,000.00, per State of Illinois Cooperative Purchasing Agreement CMS793372P.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.
Member Eckhoff moved, seconded by Member DiCianni, that Resolution #JPS-P-0300-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

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RESOLUTION
JPS-P-0300-18
AWARDING RESOLUTION TO
NORTHEAST DU PAGE FAMILY AND YOUTH SERVICES
TO PROVIDE COUNSELING TO YOUTHS AND THEIR FAMILIES
FOR PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT: $45,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order, to Northeast DuPage Family and Youth Services, to provide counseling to individual youths and their families when domestic battery is charged, for Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, to provide counseling to individual youths and their families when domestic battery is charged covering the period of December 1, 2018 through November 30, 2019, for the Probation and Court Services, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Northeast DuPage Family and Youth Services, 3 Friendship Plaza, Addison, Illinois 60101, for a contract total amount not to exceed $45,000.00.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

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Member Eckhoff moved, seconded by Member Noonan, that Resolution #JPS-P-0301-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.
RESOLUTION
JPS-P-0301-18
AWARDING RESOLUTION TO
THE DU PAGE COUNTY HEALTH DEPARTMENT TO PROVIDE
MENTAL HEALTH CASE MANAGEMENT TO MENTALLY ILL
CLIENTS THAT ARE SENTENCED TO PROBATION
(CONTRACT TOTAL AMOUNT: $208,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy;
and

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval
for the issuance of a contract purchase order to the DuPage County Health Department to
provide services to mentally ill clients who are on probation, for the period December 1, 2018
through November 30, 2019.

NOW, THEREFORE BE IT RESOLVED, that covering said, for an agreement with the
DuPage County Health Department to provide mental health case management services to
mentally ill clients who are on probation, for the period December 1, 2018 through November
30, 2019, be, and it is hereby approved for issuance of a contract purchase order by the
Procurement Division to DuPage County Health Department, 111 North County Farm Road,
Wheaton, Illinois 60187, for a contract total amount of $208,000.00.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Chaplin, that Resolution #JPS-P-0302-18
be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and
Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion
carried.
R E S O L U T I O N
JPS-P-0302-18
AWARDING RESOLUTION ISSUED TO JOHNSON CONTROLS, INC.
FOR UPGRADE TO THE ACCESS CONTROLS SYSTEM FROM C-CURE 800
TO THE C-CURE 9000 FOR OSEM
(CONTRACT TOTAL AMOUNT $88,945.61)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and Government Service Administration, the County of DuPage will contract with Johnson Controls; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Johnson Controls, Inc., for the upgrade to the Access Control System from the C-Cure 800 to the C-Cure 9000 for the Office Homeland Security and Emergency Management.

NOW, THEREFORE BE IT RESOLVED, that covering said contract to upgrade the Access Control System for the C-Cure 800 to the C-Cure 9000 for the Office Homeland Security and Emergency Management be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Johnson Controls, Inc., 91 North Mitchell Court, Addison, Illinois 60101, for a contract total amount not to exceed $88,945.61.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Chaplin, that Resolution #JPS-P-0303-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

R E S O L U T I O N
JPS-P-0303-18
AWARDING RESOLUTION ISSUED TO CELLO PARTNERSHIP
D/B/A VERIZON WIRELESS FOR CELLULAR & WIRELESS SERVICES
FOR PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT: $33,920.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services under any contract let by the State

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pursuant to lawful procurement procedures notwithstanding the requirements of Section 5-1022 of the Counties Code; and

WHEREAS, the DuPage County Procurement Ordinance OFI-005B-99, Art. 4, Sec. 4-107 permits the County to participate in a cooperative purchasing agreement with the State of Illinois subject to certain limitations; and

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a contact purchase order to Cello Partnership d/b/a Verizon Wireless, for cellular & wireless services for Probation and Court Services, in the amount of $33,920.00.

NOW, THEREFORE, BE IT RESOLVED, that the County contract covering said, for cellular & wireless services for Probation and Court Services. This contract covers the period of December 1, 2018 through November 30, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Cello Partnership, d/b/a Verizon Wireless, 1515 East Woodfield Road, Suite 1400, Schaumburg, Illinois 60173 for a contract total amount of $33,920.00, per the State of Illinois Cooperative Purchasing Agreement CMS793372P.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Chaplin, that Resolution #JPS-P-0380B-17 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0380B-17
AMENDMENT TO RESOLUTION JPS-P-0380A-17
ISSUED TO SENTINEL OFFENDER SERVICES, LLC
(INCREASE CONTRACT $12,532.41)

WHEREAS, Resolution JPS-P-0380-17 was approved and adopted by the County Board on September 26, 2017, and

WHEREAS, Resolution JPS-P-0380A-17 was approved and adopted by the County Board on August 28, 2018, increasing the contract in the amount of $15,000.00 that amended the original contract in the amount of $58,635.60, an increase of 34.38%; and
WHEREAS, the Judicial/Public Safety Committee recommends changes as stated in the Change Order Notice to County Contract 2765-0001-SERV issued to Sentinel Offender Services LLC, to provide court ordered GPS device or Electronic Monitoring Services to juveniles and indigent adult offenders and their victims, for the DuPage County Probation and Court Services, to increase the contract $12,532.41, resulting in an amended contract total amount of $71,168.01.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract #2765-0001-SERV, in the amount of $12,532.41 for Probation and Court Services, resulting in an amended contract total amount of $71,168.01.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Noonan, that Resolution #JPS-P-0028A-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0028A-18
AMENDMENT TO RESOLUTION JPS-P-0028-18
ISSUED TO PUBLIC SAFETY DIRECT TO FURNISH AND INSTALL NEW EQUIPMENT IN THE SHERIFF’S VEHICLES (INCREASE CONTRACT $60,000 46.15%)

WHEREAS, Resolution JPS-P-0028-18 was approved and adopted by the County Board on February 13, 2018; and

WHEREAS, the Judicial/Public Safety Committee, recommends changes as stated in the Change Order Notice to increase purchase order 3068-0001 SERV in the amount of $60,000.00 for the Sheriff’s Office.

NOW, THEREFORE BE IT RESOLVED that the County Board adopts the Change Order Notice dated October 23, 2018 to purchase order 3068-0001 SERV issued to Public Safety Direct, to furnish and install new equipment and for the repair and maintenance of existing equipment in sheriff vehicles, to increase the encumbrance in the amount of $60,000.00 for the Sheriff’s Office resulting in an amended amount not to exceed $190,000.00.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.
Member Healy moved, seconded by Member Noonan, that Resolution #FM-R-0927-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
FM-R-0927-18
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DU PAGE, ILLINOIS
AND THE ILLINOIS WORKERS’ COMPENSATION COMMISSION
FOR USE OF SPACE AT THE DU PAGE COUNTY
JACK T. KNUEPFER ADMINISTRATION BUILDING

WHEREAS, the County of DuPage (“County”) operates and maintains a facility at the County’s seat of government in accord with the authority granted by the Illinois General Assembly at 55 ILCS 5/5-1001, et seq., which facility is commonly known as the DuPage County Henry J. Hyde Judicial Office Facility; and

WHEREAS, the Illinois Workers’ Compensation Commission (“IWCC”) is an agency of the State of Illinois that administers the Illinois Workers’ Compensation Act; and

WHEREAS, the County has space available at the DuPage County Jack T. Knuepfer Administration Building for use by public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.; and

WHEREAS, the Illinois Workers’ Compensation Commission (“IWCC”) desires to utilize approximately nine hundred three (903) square feet of office space at the DuPage County Jack T. Knuepfer Administration Building as a site for conducting workers’ compensation administrative hearings, and related functions, for DuPage County residents and workers; and

WHEREAS, it is in the interest of the County of DuPage, its residents and the efficient administration of the Illinois Workers’ Compensation Act, to enter into an intergovernmental agreement with the IWCC to allow its use of certain office space at the DuPage County Jack T. Knuepfer Administration Building, subject to terms and conditions of the attached intergovernmental agreement; and

WHEREAS, the County Board has established policies for the use of County facilities by other organizations including charges to recover incidental expenses related to such use; and

WHEREAS, in addition to other good and valuable consideration, including but not limited to the governmental services and benefits to the public described above, the County shall charge and IWCC shall pay for the period from December 1, 2018 to November 30, 2020, the
sum of One Thousand Six Hundred Dollar and No Cents ($1,600.00) per month; and for the period from December 1, 2020 to November 30, 2022, the sum of One Thousand Six Hundred Fifty Dollar and No Cents ($1,650.00) per month; and

WHEREAS, this Intergovernmental Agreement shall be in effect commencing, approximately, December 1, 2018 and expiring November 30, 2022.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of DuPage that the County Board Chairman and the County Clerk be and they are hereby authorized and directed to execute on behalf of the County of DuPage the attached Intergovernmental Agreement for the use of office space by the IWCC; and

BE IT FURTHER RESOLVED that certified copies of this Resolution along with copies of the Intergovernmental Agreement be transmitted by the County Clerk to Illinois Workers’ Compensation Commission, to the attention of its Legal Department, 100 West Randolph Street, Suite 8-200, Chicago, Illinois 60601 and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Noonan, that Resolution #PW-P-0304-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION

PW-P-0304-18

AWARDING RESOLUTION ISSUED TO INSITUFORM TECHNOLOGIES LLC.
FOR CIPP SANITARY SEWER LINING AT VARIOUS SEWER SYSTEMS WITHIN DU PAGE COUNTY
(CONTRACT TOTAL AMOUNT: $175,640.30)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of contract purchase order to Insituform Technologies, LLC for CIPP sanitary sewer lining at various sewer systems within DuPage County, for Public Works Department.
NOW, THEREFORE BE IT RESOLVED, that contract covering said, for CIPP sanitary sewer lining at various sewer systems within DuPage County, for Public Works Department, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Insituform Technologies, LLC, 17988 Edison Avenue, Chesterfield, Missouri 63005 for a contract total amount of $175,640.30 per lowest responsible bid #18-175-PW.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Anderson moved, seconded by Member Noonan, that Resolution #TE-P-0312-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
TE-P-0312-18
AWARDING RESOLUTION TO
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
FOR CELLULAR AND WIRELESS SERVICES FOR
DU PAGE COUNTY INFORMATION TECHNOLOGY
(CONTRACT AMOUNT: $170,000.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services under any contract let by the State pursuant to lawful procurement procedures notwithstanding the requirements of Section 5-1022 of the Counties Code; and

WHEREAS, the DuPage County Procurement Ordinance permits the County to participate in a cooperative purchasing agreement with the State of Illinois subject to certain limitations; and

WHEREAS, the Technology Committee recommends that the County Board approve a contract for cellular and wireless services for Information Technology, at the unit prices specified in the State of Illinois Cooperative Purchasing Agreement CMS793372P.

NOW, THEREFORE BE IT RESOLVED, that County Requisition covering said, for cellular and wireless services for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Cellco Partnership, d/b/a Verizon Wireless, 1515 East Woodfield Road, Suite 1400, Schaumburg, Illinois 60173, for a contract total amount of $170,000.00 per Cooperative Purchasing Agreement Pricing, in
Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Anderson moved, seconded by Member Chaplin, that Resolution #TE-P-0313-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

EXHIBIT "A"

R E S O L U T I O N
TE-P-0313-18
AWARDING RESOLUTION TO CDW GOVERNMENT, INC.
FOR MICROSOFT LICENSING
(CONTRACT TOTAL AMOUNT $57,076.88)

WHEREAS, pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2, the County of DuPage will contract with CDW Government, Inc., per State of Illinois - Master Contracts #CMS6945110; and

WHEREAS, the DuPage County Procurement Ordinance permits the County to participate in a cooperative purchasing agreement with the State of Illinois subject to certain limitations; and

WHEREAS, the Technology Committee recommends County Board approval for issuance of a contract purchase order to CDW Government, Inc., for Microsoft Licensing, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, for Microsoft Licensing, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to CDW Government, Inc., 230 North Milwaukee Avenue, Vernon Hills, Illinois 60061, for a contract total amount of $57,076.88, per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 “Governmental Joint Purchasing Act” - State of Illinois - Master Contracts #CMS6945110.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.
Member Puchalski moved, seconded by Member Krajewski, that Resolution #DT-R-0918-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
DT-R-0918-18
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF DU PAGE, ILLINOIS AND THE CITY OF WARRENVILLE FOR
CH 53/DIEHL ROAD IMPROVEMENTS
FROM DAVIS PARKWAY TO WINFIELD ROAD
SECTION NO. 16-00263-02-CH
(ESTIMATED COUNTY COST $130,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the City of Warrenville (hereinafter referred to as CITY) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/1001 et seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et seq.) and the CITY by virtue of its power set forth in the “Illinois Municipal Code” (65 ILCS 5/1-1-1 et seq.) are authorized to enter into agreements and contracts; and

WHEREAS, the CITY has completed Phase I/Preliminary Engineering study for improvements on CH 53/Diehl Road from Davis Parkway to Winfield Road, known as COUNTY Section 16-00263-02-CH (hereinafter referred to as the PROJECT); and

WHEREAS, the COUNTY and the CITY, in order to facilitate the free flow of traffic and to ensure the safety of the public desire to establish the parties’ mutual PROJECT, cost and future maintenance responsibilities with respect to the PROJECT; and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines PROJECT, cost and future maintenance responsibilities related to the PROJECT; and

WHEREAS, the Intergovernmental Agreement must be executed.
NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the
Chairman and Clerk of said Board are hereby directed and authorized to execute the attached
Intergovernmental Agreement with the CITY; and

BE IT FURTHER RESOLVED that one (2) original copies of this Resolution and
Intergovernmental Agreement be sent to the CITY, by and through the Division of
Transportation.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-R-0919-18
be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and
Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion
carried.

RESOLUTION
DT-R-0919-18
RENEWAL OF MEMBERSHIP AGREEMENT BETWEEN
THE COUNTY OF DU PAGE, ILLINOIS AND JULIE, INC.
(ESTIMATED COUNTY COST $32,296.47)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) is a body
corporate and politic and JULIE, INC. (hereinafter referred to as JULIE) is an Illinois not-for-
profit corporation that provides utility location services; and

WHEREAS, the COUNTY is required to be a member of JULIE pursuant to Section 50/3
of the Illinois Underground Utility Facilities Damage Prevention Act (220 ILCS 50/1 et seq.);
and

WHEREAS, Resolution DT-R-0679-16 was approved by the DuPage County Board on
November 22, 2016 outlining the rights and responsibilities of the COUNTY and JULIE; and

WHEREAS, the 2019 fiscal year cost for JULIE services to the Division of
Transportation is anticipated to be 19,339.71 and the cost to the Department of Public Works is
anticipated to be $12,956.76; and

WHEREAS, the Transportation and Public Works Committees have reviewed and
recommend approval to renew the Membership Agreement for the 2019 fiscal year.
NOW, THEREFORE, BE IT RESOLVED that the Membership Agreement between the COUNTY and JULIE be hereby renewed for an estimated COUNTY cost of $32,296.47 (Division of Transportation - $19,339.71/Public Works - $12,956.76).

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-R-0920-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
DT-R-0920-18
DELEGATION OF AUTHORITY FOR DIRECTOR OF TRANSPORTATION/COUNTY ENGINEER TO SIGN ILLINOIS DEPARTMENT OF TRANSPORTATION FORMS

WHEREAS, the Illinois Department of Transportation (IDOT) occasionally enters into agreements with Local Agencies (LA), other than the County of DuPage (COUNTY), where IDOT is the awarding agency of a project; and

WHEREAS, in said agreements the COUNTY is not a party; and

WHEREAS, with some of these LA projects IDOT requires the COUNTY to commit to the COUNTY’s maintenance responsibilities associated with an improvement affecting a COUNTY road or right-of-way; and

WHEREAS, with these LA projects IDOT requires the COUNTY to commit to its intent to enter into an Intergovernmental Agreement (IGA) with a Local Agency for any COUNTY cost participation; and

WHEREAS, IDOT’s forms embody the above-stated commitments and require immediate signature by the COUNTY; and

WHEREAS, due to review times and various deadlines, it is in the best interest of the COUNTY to authorize the Director of Transportation/County Engineer, to execute the above-referenced IDOT forms on the COUNTY’s behalf.

NOW THEREFORE BE IT RESOLVED, the County Board finds it is appropriate to authorize the Director of Transportation/County Engineer with the authority to execute the above-referenced IDOT forms on behalf of the County Board; and
BE IT FURTHER RESOLVED that the Director of Transportation/County Engineer has the authority to execute the above-referenced forms; and

BE IT FURTHER RESOLVED that the authority conferred by this Resolution shall be limited to the above-referenced IDOT forms; all IGAs shall continue to be presented to the Transportation Committee and County Board for approval; and

BE IT FURTHER RESOLVED, that copies of this Resolution shall be sent to the Division of Transportation.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-R-0921-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
DT-R-0921-18
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF CAROL STREAM FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY (COUNTY COST UP TO $24,120.00 ANNUALLY FOR THREE YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream for mowing along County roads and rights-of-way be attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the County Board Chairman and the County Clerk execute this agreement on behalf of the DuPage County Board; and
BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this Resolution and agreement to the Village of Carol Stream, by and through the Division of Transportation.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0275-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
DT-P-0275-18
AWARDING RESOLUTION ISSUED TO
RED WING BRANDS OF AMERICA TO FURNISH AND DELIVER
SAFETY SHOES AND WORK BOOTS AS NEEDED FOR THE DIVISION OF
TRANSPORTATION, PUBLIC WORKS, FACILITIES MANAGEMENT,
STORMWATER AND THE CARE CENTER
(CONTRACT TOTAL NOT TO EXCEED $53,000.00)

WHEREAS, requests for proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the most qualified proposal has been designated and the Transportation, Public Works, Stormwater and Health and Human Services Committees recommend County Board approval for the issuance of a contract purchase order to Red Wing Brands of America, Inc. to furnish safety shoes and work boots, as needed for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center for the period December 1, 2018 through November 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish safety shoes and work boots, as needed for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center for the period December 1, 2018 through November 30, 2019, is hereby approved for issuance of a contract purchase order to Red Wing Brands of America, Inc. 314 Main Street, Red Wing, Minnesota 55066, for a contract total not to exceed $53,000.00 (Division of Transportation $21,000.00, Public Works $15,000.00, Facilities Management $10,000.00, Stormwater $4,500.00, Care Center $2,500.00); Per renewal option under RFP 17-177-JM, first of three options to renew.
Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0291-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
DT-P-0291-18
AWARDING RESOLUTION ISSUED TO VISU-SEWER OF ILLINOIS, LLC
TO PROVIDE CURE IN PLACE PIPE LINING
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $144,160.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Transportation Committee recommends the County Board approval for the issuance of a contract purchase order to Visu-Sewer of Illinois, LLC, to provide cure in place pipe lining, for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that covering said, to provide cure in place pipe lining, for the Division of Transportation, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Visu-Sewer of Illinois, LLC, 9014 South Thomas Avenue, Bridgeview, Illinois 60455, for a contract total amount not to exceed $144,160.00.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0292-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.
RESOLUTION
DT-P-0292-18
AWARDING RESOLUTION ISSUED TO 3M COMPANY
TO FURNISH AND DELIVER SIGN MATERIALS/ROLLED GOODS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $30,000.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services under any contract let by the State pursuant to lawful procurement procedures notwithstanding the requirements of Section 5-1-22 of the Counties code; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract purchase order to 3M Company, to furnish and deliver sign materials/rolled goods, as needed for the Division of Transportation, for the period November 13, 2018 through October 14, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver sign materials/rolled goods, as needed for the Division of Transportation, for the period November 13, 2018 through October 14, 2019, be, and is hereby approved for issuance of a contract purchase order to 3M Company - TSD Customer Service - Building 583-05-01, St. Paul, Minnesota 55144, for a contract total not to exceed $30,000.00.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0293-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.
RESOLUTION
DT-P-0293-18
AWARDING RESOLUTION ISSUED TO
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
TO PROVIDE CELLULAR/WIRELESS SERVICES
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $57,000.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services under any contract let by the State pursuant to lawful procurement procedures notwithstanding the requirements of Section 5-1022 of the Counties Code; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Cellco Partnership d/b/a Verizon Wireless, to provide cellular/wireless services, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to provide cellular/wireless services, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, is hereby approved for issuance to Cellco Partnership, d/b/a Verizon Wireless, One Verizon Way, Schaumburg, Illinois 60173, for a contract total not to exceed $57,000.00.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0294-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.
RESOLUTION
DT-P-0294-18
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND DLZ ILLINOIS, INC.
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
SECTION 17-DCCSS-01-TL
(CONTRACT TOTAL NOT TO EXCEED $409,505.00,
COUNTY TO BE REIMBURSED UP TO $336,604.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its power set forth in “Counties Code” (55 ILCS 5/1-1001 et. seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et. seq.) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Construction Engineering Services for the DuPage County Central Signal System, Section 17-DCCSS-01-TL; and

WHEREAS, DLZ Illinois, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Construction Engineering Services, and is willing to perform the required services for an amount not to exceed $409,505.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the COUNTY and CONSULTANT be hereby accepted and approved for a contract total not to exceed $409,505.00 and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to DLZ Illinois, Inc., 8430 West Bryn Mawr Avenue, Suite 100, Chicago, Illinois 60631, by and through the Division of Transportation.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-CO-0007-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore
and Zay voted “aye.” Members Grant and Wiley were not present at the time of roll call. Motion carried.

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RESOLUTION
DT-CO-0007-18
AMENDMENT TO COUNTY CONTRACT 2706 SERV
ISSUED TO FENCE CONNECTION, INC.
TO FURNISH, REPAIR AND INSTALL FENCING
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(INCREASE $20,000.00; +100%)

WHEREAS, County contract 2706 SERV was issued to Fence Connection, Inc. on September 1, 2017 to furnish, repair and install fencing, as needed for the Division of Transportation, per lowest responsible bid #17-138-BF; and

WHEREAS, the Division of Transportation is responsible for the repair, installation and maintenance of fencing, along DuPage County rights of way; and

WHEREAS, repairs and/or installations of fencing in the first year of a two year contract has exceeded historical experiences; and

WHEREAS, an increase in the contract amount is in the best interest of the County and is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the County Board adopt the Amendment to County contract 2706 SERV, issued to Fence Connection, Inc., to increase the funding in the amount of $20,000.00, resulting in an amended contract total amount of $40,000.00, an increase of 100%.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

Chairman Cronin made the following remarks:

On Thursday of last week, we received the Illinois Environmental Protection Agency’s water testing plan impacting residents living near the Sterigenics Willowbrook facility. Our DuPage County Health Department will assist the Illinois E.P.A. in obtaining residents’ consent for testing, which will be done at no cost to the homeowner. The plan could include up to 200 private wells. Data will be provided to the Illinois Department of Public Health which will provide results to residents. Thanks to Karen Ayala, the Health Department Executive Director for her tireless work on behalf of our residents. I’m pleased the Illinois E.P.A. developed both a test and measurement standard for E-T-O and ethylene glycol, which should provide what we
asked for, an accurate test that will give residents important information they need. I’m frustrated it took so long, but we will continue our advocacy on behalf of our residents.

At Finance Committee today you passed the FY 2019 budget. This proposed budget was introduced to the public on September 10th and available for public comment. It is again available for public comment following today’s action. On November 27th, the Board will vote on the plan for adoption for the next fiscal year.

Before you today is the second dissolution Ordinance of the Highland Hills Sanitary District as required by the Public Act. The good news is that residents of that Lombard community are now on Lake Michigan water and the even better news is that their sewer lines are being improved and updated more quickly, and at a much lower cost than first estimated. This project has been a win/win from the start and our hat is off to the Public Works department for their diligence and dedication to these homeowners.

Meeting reconvened. Under New Business, Member DiCianni thanked the Board for their best wishes. His son was fortunately not at the place of the California shooting.

Member Zay moved, seconded by Member Healy, that Resolution #FI-R-0951-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grasso, Hart, Healy, Larsen, Noonan, Tornatore and Zay voted “aye.” Members Grant, Khouri, Krajewski, Puchalski and Wiley were not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0951-18
AUTHORIZATION OF CONTRACT WITH
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150,
DIVISION OF TRANSPORTATION

WHEREAS, the Illinois Public Employee Labor Relations Act has established regulations regarding union recognition and collective bargaining in the State of Illinois; and

WHEREAS, a group of employees in the Division of Transportation did authorize the International Union of Operating Engineers, Local 150 as their exclusive bargaining agent under the terms and conditions of the Act; and

WHEREAS, the County and the International Union of Operating Engineers, Local 150, Division of Transportation, have been bargaining in good faith to reach agreement, and
WHEREAS, the union members have ratified a tentative agreement.

NOW, THEREFORE, BE IT RESOLVED that the County Board does hereby ratify, accept and adopt the contract attached to this Resolution between the International Union of Operating Engineers, Local 150, Division of Transportation and the County of DuPage; and

BE IT FURTHER RESOLVED that the County Board Chairman be authorized to execute said contract; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution to the Human Resources Department and County Board Office.

Enacted and approved this 13th day of November, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Noonan, that pursuant to Open Meetings Act Sec. 2(c)(11), the Board go into Executive Session for the purpose of discussing pending litigation. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanès, Grasso, Hart, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore and Zay voted "aye." Members Grant, Krajewski and Wiley were not present at the time of roll call. Motion carried.

Meeting reconvened. Member Healy moved, seconded by Member Tornatore, that this meeting of the September Session of the County Board of DuPage County be adjourned to Tuesday, November 27, 2018, at 10:00 a.m. for passage of the Property Tax Levy, pursuant to 35 ILCS 200/18-10. On voice vote, motion carried.

Paul Hinds, County Clerk
Meeting called to order with Chairman Cronin presiding.

On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay were present.

Patrick Durante, Board Member for RTA, introduced Leanne Redden, Executive Director, who presented the 2018-2023 Regional Transit Strategic Plan for Chicago and Northeastern Illinois.

Chairman Cronin presented a Proclamation of Commendation to Paul Hinds.

Member Puchalski moved, seconded by Member Tornatore, that a Proclamation of Commendation to Paul Hinds be approved.

PROCLAMATION OF COMMENDATION TO PAUL HINDS

WHEREAS, Paul Hinds is a lifelong resident of DuPage County, and has dedicated his life to public service; and

WHEREAS, Paul Hinds has worked in the DuPage County Clerk’s Office since 1996, serving as the Chief Deputy County Clerk from 2001 to 2014 and was elected DuPage County Clerk in 2014; and

WHEREAS, Paul Hinds has presided over the expansion of the Clerk’s website to offer access to more documents online, such as the ability to order vital records and to view Economic Interest Statements; and

WHEREAS, Paul Hinds worked with the Secretary of State’s Office to develop the new notary public portal to print certificates in-house; and

WHEREAS, Paul Hinds oversaw the imaging of original vital records to preserve them for future generations; and

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WHEREAS, Paul Hinds is an active member of the Illinois Association of County Clerks and Recorders – serving as Chairman of the Vital Records Committee and a member of the Legislative Committee – and a member of the National Association of County Officials (NACo) and the International Association of Government Officials; and

WHEREAS, Paul Hinds is also active in his community, with involvement in the Elmhurst Elks Lodge, Lombard Moose Lodge, DuPage Education Foundation, Elmhurst Hospital Citizen Advisory Committee, and many more; and

WHEREAS, Paul Hinds is a dedicated public servant whose leadership helped bring transparency and efficiency to the County Clerk’s Office; and

WHEREAS, Paul Hinds will serve his last day in office on Nov. 30, 2018.

NOW, THEREFORE, BE IT RESOLVED that I, Daniel J. Cronin, Chairman of the DuPage County Board, and Members of the County Board, do hereby extend our sincere appreciation to Paul Hinds for his 19 years of service to the residents of DuPage County and offer our congratulations and best wishes for the future.

Approved this 27th day of November, 2018, in Wheaton, Illinois.

Chairman Cronin made the following remarks:

I’ll have some more thoughts I’ll share about our departing Board Members in a moment, but if I may.

Today our final budget comes before you for approval. I commend those who worked with us throughout this process. I also wish to thank our County department heads who combed through their budgets looking for savings while remaining committed to the outstanding level of services our residents demand and deserve.

As you know, the last few years have been extremely difficult for counties due to the state’s precarious fiscal position. Due to our prudent fiscal management, we have been able to balance our budget without impacting the level of service our residents enjoy. I pledge to work with our DuPage legislative delegation to help members understand the pressures we face at the county, and to advocate on behalf of our residents so that our tax dollars make an impact right here in DuPage County.

And as I said earlier, I’d like to take a moment to recognize our colleagues who are moving on to new chapters after today’s meeting.

We had the opportunity this morning to wish Sheriff John Zaruba all the best as he begins his new chapter in life as a retiree. Sheriff Zaruba joined the DuPage County Sheriff’s Office in
1974 and has served in his current role for more than 20 years. We wish him all the best and thank him for four decades of service to the people of DuPage County.

I wish to thank our departing Board members for their service to DuPage County. Dino Gavanes, who stepped in and seamlessly and immediately began his service to District 1, thank you.

Amy Grant, we wish you the best in Springfield and we’ll be calling you!

Janice Anderson and Kevin Wiley, thank you for your tireless advocacy for your constituents. Janice, you basically went everywhere anyone asked for a Board representative and Kevin, at least when you are serving our nation in the Pacific now, you won’t have to join us by phone at 4 a.m.!

Gary Grasso, DuPage County owes you a debt of gratitude for reducing costs and improving efficiency as Chair of the Emergency Telephone Systems Board. Your work embodied the ACT Initiative and we are grateful.

Thank you all for your dedication and please, join Jim Zay and me up here to receive your plaques.

The following people voiced Public Comment regarding various issues:

Lynn LaPlante - Ethics Commission
Missey Wilhelm - Mock Elections Certificate of Appreciation
Jan Dorner - Mock Elections Certificate of Appreciation

Member Zay moved, seconded by Member Larsen, that the Consent Calendar be approved. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Khouri, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Healy and Krajewski were not present at the time of roll call. Motion carried.

Member Zay moved, seconded by Member Grasso, that Resolution #CB-R-0960-18 be approved and adopted. On roll call, Members Anderson, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Chaplin voted “nay.” Motion carried.
RESOLUTION
CB-R-0960-18
APPOINTMENT OF WILLIAM S. HABEL
TO THE DU PAGE COUNTY ETHICS COMMISSION

WHEREAS, Daniel J. Cronin has submitted to the County Board his nomination of William S. Habel to be a Commissioner of the DuPage County Ethics Commission; and

WHEREAS, the DuPage County Ethics Ordinance provides that Ethics Commissioners shall be residents of DuPage County; and

WHEREAS, of the five (5) Ethics Commissioners no more than three (3) shall belong to the same political party at the time such appointments are made, with party affiliation determined by affidavit of the appointed Commissioner; and

WHEREAS, during his or her term of office, a Commissioner shall not become a candidate for any elective public office or hold any other elected or appointed public office, except for appointment to a governmental advisory board, study commission or as an ethics official of another governmental entity; and

WHEREAS, Commissioners shall serve a term of two (2) years and until their successors are appointed and qualified; and

WHEREAS, Commissioners shall be compensated at a per diem rate of $175.00 for official meetings of the Ethics Commission, while the Chairman of the Ethics Commission shall be compensated at the rate and in the manner set forth in the Ordinance for all time spent in furtherance of official duties and shall also be reimbursed for reasonable expenses incurred in the performance of such duties.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby appoint William S. Habel as a Commissioner of the DuPage County Ethics Commission for a two-year term to commence on December 15, 2018 and expire on December 14, 2020 or until his successor is appointed and qualified; and

BE IT FURTHER RESOLVED that the “Notice of Nomination” be attached hereunto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this Resolution to: William S. Habel; the Chairman and Commissioners of the DuPage County Ethics Commission, DuPage County Ethics Adviser, Investigator General and all Elected Officials and Department Heads.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.
Member Zay moved, seconded by Member Healy, that Resolution #CB-R-0961-18 be approved and adopted. On roll call, Members Anderson, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Chaplin voted “nay.” Motion carried.

RESOLUTION
CB-R-0961-18
APPOINTMENT OF DANIEL F. HANLON
AS ETHICS ADVISER OF DU PAGE COUNTY

WHEREAS, Daniel J. Cronin has submitted his nomination of Daniel F. Hanlon for appointment by the County Board as the Ethics Adviser of DuPage County in accordance with the DuPage County Ethics Ordinance (“the Ordinance”); and

WHEREAS, the Ethics Adviser shall serve for a term of two (2) years and until his or her successor is appointed and qualified; and

WHEREAS, the County shall compensate the Ethics Adviser at the rate and in the manner set forth in the Ordinance for all time spent in furtherance of official duties and shall reimburse the Ethics Adviser for reasonable expenses incurred in the performance of such duties; and

WHEREAS, the County Board has determined that Daniel F. Hanlon possesses all of the necessary qualifications required for appointment as Ethics Adviser as set forth by the Ordinance.

NOW, THEREFORE, BE IT RESOLVED that upon the nomination of its Chairman, the County Board does appoint Daniel F. Hanlon as Ethics Adviser of DuPage County for a two-year term commencing immediately and expiring on December 12, 2020 or upon the appointment and qualification of his successor; and

BE IT FURTHER RESOLVED that the “Notice of Nomination” be attached hereunto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this Resolution to: Daniel F. Hanlon; the Chairman and Commissioners of the DuPage County Ethics Commission; DuPage County Investigator General; all Elected Officials and Department Heads.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.
Member Zay moved, seconded by Member Puchalski, that Resolution #CB-R-0962-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
CB-R-0962-18
APPOINTMENT OF DANIEL J. WAGNER
TO THE DU PAGE AIRPORT AUTHORITY

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Daniel J. Wagner to be a Commissioner of the DuPage Airport Authority; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 5/3.1, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Daniel J. Wagner to be a Commissioner of the DuPage Airport Authority for a term to expire on January 29, 2023; and

BE IT FURTHER RESOLVED that the “Certificate of Appointment” be attached hereunto and made part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this Resolution to: Daniel J. Wagner; Phillip Luetkehans, Schirott & Luetkehans, 105 East Irving Park Road, Itasca, Illinois 60143; David Bird, DuPage Airport Authority, 2700 International Drive, Suite 200, West Chicago, IL 60185; Auditor; Treasurer; Finance Department; State’s Attorney and the County Board Office.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Healy, that Resolution #CB-R-0963-18 be approved and adopted. On roll call, Members Anderson, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Chaplin voted “nay.” Motion carried.
RESOLUTION
CB-R-0963-18
APPOINTMENT OF BLANCHE H. FAWELL
TO THE DU PAGE COUNTY ETHICS COMMISSION

WHEREAS, Daniel J. Cronin has submitted to the County Board his nomination of Blanche H. Fawell to be Commissioner and Chairman of the DuPage County Ethics Commission; and

WHEREAS, the DuPage County Ethics Ordinance provides that Ethics Commissioners shall be residents of DuPage County; and

WHEREAS, of the five (5) Ethics Commissioners no more than three (3) shall belong to the same political party at the time such appointments are made, with party affiliation determined by affidavit of the appointed Commissioner; and

WHEREAS, during his or her term of office, a Commissioner shall not become a candidate for any elective public office or hold any other elected or appointed public office, except for appointment to a governmental advisory board, study commission or as an ethics official of another governmental entity; and

WHEREAS, Commissioners shall serve a term of two (2) years and until their successors are appointed and qualified; and

WHEREAS, Commissioners shall be compensated at a per diem rate of $175 for official meetings of the Ethics Commission, while the Chairman of the Ethics Commission shall be compensated at the rate and in the manner set forth in the Ordinance for all time spent in furtherance of official duties and shall also be reimbursed for reasonable expenses incurred in the performance of such duties.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby appoint Blanche H. Fawell as a Commissioner and Chairman of the DuPage County Ethics Commission for a term to commence on December 15, 2018 and expire on December 14, 2020 or upon the appointment and qualification of her successor; and

BE IT FURTHER RESOLVED that the “Notice of Nomination” be attached hereunto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this Resolution to: Blanche H. Fawell; the Chairman and Commissioners of the DuPage County Ethics Commission, DuPage County Ethics Adviser, Investigator General and all Elected Officials and Department Heads.
Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Healy, that Resolution #CB-R-0965-18, Compliance with Public Act 99-900, be approved and adopted.

Member Khouri left the room to avoid a conflict of interest.

Member Zay moved, seconded by Member Healy, that Resolution #CB-R-0965-18 be approved and adopted. On roll call, Members Anderson, DiCianni, Eckhoff, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Noonan, Puchalski, Tornatore and Zay voted “aye.” Members Chaplin, Elliott, Larsen and Wiley voted “nay.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
CB-R-0965-18
COMPLIANCE WITH PUBLIC ACT 99-900

WHEREAS, the County of DuPage, Illinois, is a participating municipality in the Illinois Municipal Retirement Fund (IMRF); and

WHEREAS, the County Board of the County of DuPage consists of eighteen (18) elected members who are paid compensation, fees, allowances or other emolument for official duties; and

WHEREAS, on February 25, 1992, the County Board elected to exclude from participation and eligibility for benefits in IMRF all persons who occupy an office or are employed in a position normally requiring performance of duty for less than 1,000 hours per year; and

WHEREAS, on January 28, 1997 and November 22, 2016, the County Board reaffirmed that the performance of the duties of Member of the County Board normally required the performance of duties of 1,000 or more hours per year; and

WHEREAS, in 2016, the Illinois General Assembly adopted Public Act 99-900, which provides in relevant part, that an elected member of a county board is not eligible to participate in the Fund with respect to that position unless the county board has adopted a Resolution, after public debate and in a form acceptable to the IMRF, certifying that persons in the position of elected member of the county board are expected to work 1,000 hours annually and further provides that a county board must adopt such Resolution and file it with the IMRF no more than 90 days after each general election in which a member of the county board is elected; and
WHEREAS, members of the DuPage County Board were elected at the General Election held on November 6, 2018; and

NOW THEREFORE, BE IT RESOLVED, that the DuPage County Board does hereby certify that persons in the position of elected member of the DuPage County Board are expected to work at least 1,000 hours annually; and

BE IT FURTHER RESOLVED, that the County Clerk shall forthwith certify and transmit a copy of this Resolution to the IMRF at 2211 York Road, Suite 500, Oak Brook, Illinois 60523-2337

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Elliott, that Resolution #FI-R-0956-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0956-18
ACCEPTANCE OF THE ILLINOIS EMERGENCY MANAGEMENT AGENCY EMERGENCY MANAGEMENT PERFORMANCE GRANT FFY18 INTERGOVERNMENTAL AGREEMENT NO. 18EMADUPA
$162,837
(Under the administrative direction of the Office of Homeland Security and Emergency Management)

WHEREAS, the County of DuPage has been notified by the Illinois Emergency Management Agency that grant funds in the amount of $162,837.00 (ONE HUNDRED SIXTY-TWO THOUSAND, EIGHT HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS) are available to DuPage County to aid in the administration of effective emergency management in the areas of personnel and benefits, travel, organizational, equipment, and additional program needs expenses; and

WHEREAS, said County expenses are currently being accounted for in the Office of Emergency Management General Fund, Company 1000 - Accounting Unit 1900; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Intergovernmental Agreement No. 18EMADUPA with the Illinois Emergency Management Agency, a copy of which is attached to and incorporated as part of this Resolution by reference (Attachment); and

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WHEREAS, the term of the Intergovernmental Agreement is from October 1, 2017 through September 30, 2019; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant does not add any additional subsidy from the County.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Intergovernmental Agreement No. 18EMADUPA (Attachment) between the County of DuPage and the Illinois Emergency Management Agency is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Office of Homeland Security and Emergency Management is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Elliott, that Resolution #FI-R-0957-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
FI-R-0957-18
ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING
FOR THE LIHEAP COM ED RATE RELIEF PROGRAM GRANT FY17
COMPANY 5000 - ACCOUNTING UNIT 1500
$2,255
(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the LIHEAP ComEd Rate Relief Program Grant FY17, Company 5000, Accounting Unit 1500 pursuant to Resolution FI-R-0374-17 for the period March 1, 2017 through December 31, 2017; and

WHEREAS, the County of DuPage has been notified by the Illinois Association of Community Action Agencies that additional grant funds in the amount of $2,255.00 (TWO THOUSAND, TWO HUNDRED FIFTY-FIVE AND NO/100 DOLLARS) are available to be used to continue to assist in administering the ComEd Care Program; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this additional funding does not add any additional subsidy from the County; and

WHEREAS, the County of DuPage finds that the need to appropriate said additional funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional funding in the amount of $2,255.00 (TWO THOUSAND, TWO HUNDRED FIFTY-FIVE AND NO/100 DOLLARS) be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) in the amount of $2,255.00 (TWO THOUSAND, TWO HUNDRED FIFTY-FIVE AND NO/100 DOLLARS) be made and added to the LIHEAP ComEd Rate Relief Program Grant FY17, Company 5000 - Accounting Unit 1500 and that the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.
Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Elliott, that Resolution #FI-R-0958-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0958-18
ACCEPTANCE AND APPROPRIATION OF THE
DU PAGE ANIMAL FRIENDS FOUNDATION COORDINATOR FY19 GRANT
COMPANY 5000 - ACCOUNTING UNIT 1310
$20,000
(Under the administrative direction of Animal Services)

WHEREAS, the County of DuPage has been notified by DuPage Animal Friends that grant funds in the amount of $20,000.00 (TWENTY THOUSAND AND NO/100 DOLLARS) are available to be used for the support of a temporary foundation coordinator position for DuPage County Animal Services; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into an agreement with DuPage Animal Friends, a copy of which is attached to and incorporated as a part of this Resolution by reference (Attachment II); and

WHEREAS, the term of the grant award is from December 1, 2018 through November 30, 2019; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant award does not add any additional subsidy from the County; and

WHEREAS, the DuPage County Board finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the agreement between the County of DuPage and DuPage Animal Friends is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $20,000.00 (TWENTY
THOUSAND AND NO/100 DOLLARS) be made to establish the DuPage Animal Friends Foundation Coordinator Grant FY19, Company 5000 - Accounting Unit 1310, for the period of December 1, 2018 through November 30, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Administrator of DuPage County Animal Services is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED by the DuPage County Board, that should local funding cease for this grant, the Animal Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED, that should the Animal Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Elliott, that Resolution #FI-R-0959-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0959-18
BUDGET TRANSFERS-VARIOUS COMPANIES AND ACCOUNTING UNITS FISCAL YEAR 2018

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2018 fiscal year; and

WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.
Member Larsen moved, seconded by Member Zay, that Resolution #FI-R-0964-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0964-18
PLACING NAMES ON PAYROLL

WHEREAS, the DuPage County Board heretofore adopted a position classification and Pay Plan for all County employees.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on the regular or temporary payroll at the salaries, classifications, and with the effective date as more particularly set forth below:

CORPORATE FUND

REPLACEMENTS

SHERIFF 1000-4410

Effective November 7, 2018
Brandie Rickett, Registered Nurse
Class 4124, Range 311 at $23.00 per hour

NON-CORPORATE FUND

REPLACEMENTS

ANIMAL SERVICES 1100-1300

Effective November 26, 2018
Maria Galvan, Animal Control Officer
Class 2311, Range 110 at $40,000 per year

CARE CENTER 1200-2050

Effective November 26, 2018
Brianna Jones, Registered Nurse
Class 4124, Range 311 at $58,240 per year
Effective November 26, 2018
Mercedes Lopez, Registered Nurse
Class 4124, Range 311 at $56,160 per year

REPLACEMENTS

COMMUNITY SERVICES 5000-1450

Effective November 28, 2018
Monica Carriedo, Communications Specialist
Class 1213, Range 109 at $17.00 per hour

COMMUNITY SERVICES 5000-1720

Effective December 10, 2018
Meghan Butcher, Case Manager
Class 1931, Range 110 at $40,000 per year

DIVISION OF TRANSPORTATION 1500-3510

Effective November 26, 2018
Vincent Scalone, Laborer
Class 3110 at $20.00 per hour

STORMWATER MANAGEMENT 1600-3000

Effective November 28, 2018
Brian Niedzwiecki, Water Wastewater Maintenance Worker
Class 3214 at $48,960 per year

PROMOTIONS

CARE CENTER 1200-2050

Effective November 28, 2018
Michilyn Little-Brown Bennett, Unit Secretary
Class 4113, Range 108 at $31,500 per year, from
Class 4111, Range 108 at $28,132 per year

Effective November 9, 2018
Annabel Leonida Lomadilla, Interim Assistant Director of Nursing
Class 4133, Range 315 at $86,372 per year, from
Class 4125, Range 313 at $78,520 per year
PROMOTIONS

Effective November 9, 2018
Clementine Nelson, Interim Director of Nursing
Class 4135, Range 317 at $99,900 per year, from
Class 4133, Range 315 at $87,719 per year

Effective November 9, 2018
Annie Varakalayil, Interim Head Nurse
Class 4125, Range 313 at $78,121 per year, from
Class 4124, Range 311 at $75,754 per year

Effective November 28, 2018
Eridanny Orozco, Unit Secretary
Class 4113, Range 108 at $31,500 per year, from
Class 4111, Range 108 at $13.52 per hour

DIVISION OF TRANSPORTATION 1500-3510

Effective December 1, 2018
Brandon Brach, Heavy Equipment Crew Leader
Class 3334 at $60,750 per year, from
Class 3332 at $50,979 per year

Effective December 1, 2018
David DeBoer, Equipment Operator II
Class 3332 at $57,750 per year, from
Class 3331 at $40,000 per year

Effective December 1, 2018
Michael Smith, Equipment Operator II
Class 3332 at $57,750 per year, from
Class 3331 at $40,000 per year

EQUITY INCREASES

ANIMAL SERVICES 1100-1300

Effective December 1, 2018
Jaclyn Neville, Animal Caretaker I
Class 2312, Range 109 at $36,771 per year, from
$35,700 per year
Effective December 1, 2018
Denise Peterson, Animal Caretaker I
Class 2312, Range 109 at $41,148 per year, from $39,950 per year

Effective December 1, 2018
Adriana Villarreal, Animal Caretaker I
Class 2312, Range 109 at $39,289 per year, from $38,145 per year

JOB RECLASSIFICATIONS

ANIMAL SERVICES 1100-1300

Effective December 1, 2018
Christina Anderson, Animal Caretaker Supervisor
Class 2319, Range 312 at $57,751 per year, from Class 2318, Range 111 at $48,142 per year

Effective December 1, 2018
Kiara Cnota, Animal Caretaker II
Class 2318, Range 111 at $42,814 per year, from Class 2312, Range 109 at $38,924 per year

JOB RECLASSIFICATIONS

Effective December 1, 2018
Danielle McAvoy, Animal Caretaker II
Class 2318, Range 111 at $42,814 per year, from Class 2312, Range 109 at $38,918 per year

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this Resolution to the Auditor, Treasurer, Finance Department, Human Resources Department and one copy to the County Board.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-P-0332-18 be approved and adopted. On roll call, Members Anderson, DiCiainni, Eckhoff, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Chaplin and Elliott voted “nay.” Motion carried.
RESOLUTION
FI-P-0332-18
AGREEMENT BETWEEN THE COUNTY OF DU PAGE
AND ROCK, FUSCO & CONNELLY, LLC
FOR LABOR NEGOTIATIONS
(CONTRACT TOTAL $150,000)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of the contract purchase order to Rock, Fusco & Connelly, LLC., to provide consultation services related to collective bargaining matters for labor negotiations, specifically, but not limited to, Local 150 and 399 matters for the period December 1, 2018 through November 30, 2019, for the DuPage County Board.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, to provide consultation services related to collective bargaining matters for labor negotiations, for the period December 1, 2018 through November 30, 2019, for the DuPage County Board, for a contract total not to exceed $150,000, be, and it is hereby approved for issuance of a contract by the Procurement Division to Rock, Fusco & Connelly, LLC, 321 North Clark Street, Chicago Illinois 60654. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that a County Board Member be authorized to travel to Washington, D.C. to attend the 2019 NACo Legislative Conference on March 2-6, 2019, expenses to include registration, airfare, lodging and meals for an approximate total of $2,505.00. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

Member Larsen moved, seconded by Member Zay, that a County Board Member be authorized to travel to Washington, D.C. to attend the 2019 NACo Legislative Conference on March 2-6, 2019, expenses to include registration, airfare, lodging and meals for an approximate total of $2,505.00. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
Member Larsen moved, seconded by Member Zay, that Resolution #FI-R-0938-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

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RESOLUTION
FI-R-0938-18
AUTHORIZATION TO TRANSFER FUNDS TO THE
GENERAL OBLIGATION 2010 BONDS DEBT SERVICE FUND
FOR FISCAL YEAR 2019 AND ABATE THE
2018 BOND AND INTEREST TAX LEVY FOR THE
TAXABLE GENERAL OBLIGATION BONDS
(ALTERNATE REVENUE SOURCE), SERIES 2010A AND 2010B

WHEREAS, pursuant to Section 12 of Supplemental Ordinance Number OCB-002-10, the County of DuPage has established a General Obligation 2010 Bonds Debt Service Fund to account for the payment of principal, interest, and costs associated with the Taxable General Obligation Bonds (Alternate Revenue Source), Series 2010A and 2010B (“2010 Bonds”); and

WHEREAS, pursuant to Section 3E of Supplemental Ordinance Number OCB-002-10, the 2010 Bonds shall be payable from sales tax and/or use tax receipts, each of which constitutes a Revenue Source; and

WHEREAS, the 2010 Bonds are payable from, and secured by, a pledge of the Revenue Sources; and

WHEREAS, the Revenues Sources are deposited and accounted for in the County’s General Fund (1000); and

WHEREAS, it is deemed necessary to transfer a sufficient amount of pledged Revenue Sources from the General Fund (1000) to the General Obligation 2010 Bonds Debt Service Fund (7000-7000) on or before February 1st to pay the principal, interest, and fiscal agent fees on the outstanding 2010 Bonds due in Fiscal Year 2019; and

WHEREAS, the said transfer for Fiscal Year 2019 is determined to be an amount not to exceed $3,615,600 (THREE MILLION, SIX HUNDRED FIFTEEN THOUSAND, SIX HUNDRED AND NO/100 DOLLARS); and

WHEREAS, sufficient funds are projected to be available in the General Fund (1000) to accommodate up to, but not to exceed, $3,615,600 (THREE MILLION, SIX HUNDRED FIFTEEN THOUSAND, SIX HUNDRED AND NO/100 DOLLARS); and
WHEREAS, the DuPage County Board adopted Supplemental Ordinance Number OCB-002-10 on October 12, 2010, and executed an accompanying Bond Order on October 27, 2010, setting forth the tax levy for each of the levy years for which the 2010 Bonds are outstanding; the 2018 taxes have been levied in compliance thereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Finance Department, and/or County Treasurer, in consultation with the Chief Financial Officer, is/are authorized, and directed, to transfer from the General Fund (1000) an amount up to, but not to exceed, $3,615,600 (THREE MILLION, SIX HUNDRED FIFTEEN THOUSAND, SIX HUNDRED AND NO/100 DOLLARS) on or before February 1, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that, pursuant to the Bond Order, the taxes heretofore levied for the 2018 Tax Levy Year be abated in their entirety, after said transfer of pledged Revenue Sources, and prior to finalization of the 2018 Tax Levy by the County Clerk.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Resolution #FI-R-0939-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0939-18
AUTHORIZATION TO TRANSFER FUNDS TO THE 1993 JAIL REFUNDING BONDS DEBT SERVICE FUND FOR FISCAL YEAR 2019 AND ABATE THE 2018 BOND AND INTEREST TAX LEVY FOR THE 1993 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE-JAIL PROJECT)

WHEREAS, pursuant to Section 12 of Ordinance Number OFI-002-93, the County of DuPage has established a 1993 Jail Refunding Bonds Debt Service Fund to account for the payment of principal, interest, and costs associated with the 1993 General Obligation Refunding Bonds (Alternate Revenue Source–Jail Project) (“1993 Bonds”); and

WHEREAS, pursuant to Section 12 of Ordinance Number OFI-002-93, the 1993 Bonds shall be payable from sales taxes and/or ad valorem taxes levied against all taxable property in the County, each of which constitutes Pledged Revenue; and
WHEREAS, the 1993 Bonds are payable from, and secured by, the Pledged Revenues; and

WHEREAS, the Pledged Revenues are deposited and accounted for in the County’s General Fund (1000); and

WHEREAS, pursuant to Section 12 of Ordinance Number OFI-002-93, in each calendar year, the County Treasurer shall transfer and deposit a sufficient amount of Jail Project Pledged Revenues into the 1993 Jail Refunding Bonds Debt Service Fund (7000-7007) on or before February 1st to pay the principal and interest on the outstanding 1993 Bonds due in Fiscal Year 2019; and

WHEREAS, the said transfer is determined to be an amount not to exceed $3,600,000 (THREE MILLION, SIX HUNDRED THOUSAND AND NO/100 DOLLARS); and

WHEREAS, sufficient funds are projected to be available in the General Fund (1000) to accommodate up to, but not to exceed, $3,600,000 (THREE MILLION, SIX HUNDRED THOUSAND AND NO/100 DOLLARS); and

WHEREAS, the DuPage County Board adopted Ordinance Number OFI-002-93 on March 23, 1993, and executed an accompanying Bond Order on April 1, 1993, setting forth the tax levy for each of the levy years for which the 1993 Bonds are outstanding; the 2018 taxes have been levied in compliance thereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Finance Department, and/or County Treasurer, in consultation with the Chief Financial Officer, is/are authorized, and directed, to transfer from the General Fund (1000), an amount up to, but not to exceed, $3,600,000 (THREE MILLION, SIX HUNDRED THOUSAND AND NO/100 DOLLARS) on or before February 1, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that, pursuant to Section 14 of Ordinance Number OFI-002-93, the taxes heretofore levied for the 2018 Tax Levy Year be abated in their entirety, after said transfer of Pledged Revenues, and prior to finalization of the 2018 Tax Levy by the County Clerk.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Resolution #FI-R-0940-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
FI-R-0940-18
AUTHORIZATION TO TRANSFER FUNDS TO THE
1993 STORMWATER BONDS DEBT SERVICE FUND
FOR FISCAL YEAR 2019 AND ABATE THE
2018 BOND AND INTEREST TAX LEVY FOR THE
1993 GENERAL OBLIGATION REFUNDING BONDS
(ALTERNATE REVENUE SOURCE-STORMWATER PROJECT)

WHEREAS, pursuant to Section 12 of Ordinance Number OFI-003-93, the County of DuPage has established a 1993 Stormwater Bonds Debt Service Fund to account for the payment of principal, interest, and costs associated with the 1993 General Obligation Refunding Bonds (Alternate Revenue Source–Stormwater Project) (“1993 Bonds”); and

WHEREAS, pursuant to Section 12 of Ordinance Number OFI-003-93, the 1993 Bonds shall be payable from sales taxes, ad valorem taxes levied against all taxable property in the County, and/or stormwater taxes, each of which constitutes Pledged Revenue; and

WHEREAS, the 1993 Bonds are payable from, and secured by, the Pledged Revenues; and

WHEREAS, the Pledged Revenues are deposited and accounted for in the County’s Stormwater Management Fund (1600-3000); and

WHEREAS, pursuant to Section 12 of Ordinance Number OFI-003-93, in each calendar year, the County Treasurer shall transfer and deposit a sufficient amount of Stormwater Project Pledged Revenues into the 1993 Stormwater Bonds Debt Service Fund (7000-7013) on or before February 1st to pay the principal and interest on the outstanding 1993 Bonds due in Fiscal Year 2019; and

WHEREAS, the said transfer is determined to be an amount not to exceed $5,181,000 (FIVE MILLION, ONE HUNDRED EIGHTY-ONE THOUSAND AND NO/100 DOLLARS); and

WHEREAS, sufficient funds are projected to be available in the Stormwater Management Fund (1600-3000) to accommodate up to, but not to exceed, $5,181,000 (FIVE MILLION, ONE HUNDRED EIGHTY-ONE THOUSAND AND NO/100 DOLLARS); and

WHEREAS, the DuPage County Board adopted Ordinance Number OFI-002-93 on March 23, 1993, and executed an accompanying Bond Order on April 1, 1993, setting forth the tax levy for each of the levy years for which the 1993 Bonds are outstanding; the 2018 taxes have been levied in compliance thereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Finance Department, and/or County Treasurer, in consultation with the Chief Financial Officer, is/are
authorized, and directed, to transfer from the Stormwater Management Fund (1600-3000), an amount up to, but not to exceed, $5,181,000 (FIVE MILLION, ONE HUNDRED EIGHTY-ONE THOUSAND AND NO/100 DOLLARS) on or before February 1, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that, pursuant to Section 14 of Ordinance Number OFI-003-93, the taxes heretofore levied for the 2018 Tax Levy Year be abated in their entirety, after said transfer of Pledged Revenues, and prior to finalization of the 2018 Tax Levy by the County Clerk.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Resolution #FI-R-0941-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0941-18
AUTHORIZATION TO TRANSFER FUNDS TO THE 2016 STORMWATER BONDS DEBT SERVICE FUND FOR FISCAL YEAR 2019 (ALTERNATE REVENUE SOURCE-STORMWATER PROJECT), SERIES 2016

WHEREAS, pursuant to Section 13 of Ordinance Number FI-O-0006-16, the County of DuPage has established a 2016 Stormwater Bonds Debt Service Fund to account for the payment of principal, interest, and related costs associated with the General Obligation Refunding Bonds (Alternate Revenue Source–Stormwater Project), Series 2016 (“2016 Bonds”); and

WHEREAS, pursuant to Section 2 of Ordinance Number FI-O-0006-16, the 2016 Bonds shall be payable from the annual tax levied upon all taxable property in the County, which constitutes a Revenue Source; and

WHEREAS, the 2016 Bonds are payable from, and secured by, a pledge of the Revenue Source; and

WHEREAS, the Revenue Source is deposited and accounted for in the County’s Stormwater Management Fund (1600-3000); and

WHEREAS, it is deemed necessary to transfer a sufficient amount of the pledged Revenue Source from the Stormwater Management Fund (1600-3000) to the 2016 Stormwater Bonds Debt Service Fund (7000-7019) to pay the principal, interest, and fiscal agent fees on the outstanding 2016 Bonds due in the next succeeding Bond Year; and
WHEREAS, the said transfer for Fiscal Year 2019 is determined to be an amount not to exceed $1,907,600 (ONE MILLION, NINE HUNDRED SEVEN THOUSAND, SIX HUNDRED AND NO/100 DOLLARS); and

WHEREAS, sufficient funds are projected to be available in the Stormwater Management Fund (1600-3000) to accommodate up to, but not to exceed, $1,907,600 (ONE MILLION, NINE HUNDRED SEVEN THOUSAND, SIX HUNDRED AND NO/100 DOLLARS); and

WHEREAS, the DuPage County Board adopted Ordinance Number FI-O-0006-16 on January 12, 2016, and executed an accompanying Bond Order on February 2, 2016, setting forth the tax levy for each of the levy years for which the 2016 Bonds are outstanding; the 2018 taxes have been levied in compliance thereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Finance Department, and/or County Treasurer, in consultation with the Chief Financial Officer, is/are authorized, and directed, to transfer from the Stormwater Management Fund (1600-3000) an amount up to, but not to exceed, $1,907,600 (ONE MILLION, NINE HUNDRED SEVEN THOUSAND, SIX HUNDRED AND NO/100 DOLLARS) on or before February 1, 2018.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Wiley, that Resolution #FI-R-0942-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0942-18
ABATEMENT OF THE 2018 TAX LEVY FOR GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2011 (“2011 BONDS”) IN THE AMOUNT OF $573,500

WHEREAS, the DuPage County Board adopted Ordinance Number OFI-002-11 on August 9, 2011, and executed an accompanying Bond Order on August 24, 2011, setting forth the tax levy for each of the levy years for which the 2011 Bonds are outstanding; the 2018 taxes have been levied in compliance thereto; an

WHEREAS, Section 9 of Ordinance Number OFI-002-11 directed the DuPage County Clerk to levy, and extend, a tax sufficient to produce the amount of $573,500.00 (FIVE
HUNDRED SEVENTY-THREE THOUSAND, FIVE HUNDRED and NO/100 DOLLARS) for the 2018 Tax Levy to be collected in DuPage County’s Fiscal Year 2019; and

WHEREAS, in accordance with said Ordinance, sufficient pledged Revenue Sources are currently available in the 2011 Drainage Bond Debt Service Fund to provide for an abatement of the 2018 Tax Levy in its entirety.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2011 tax levy, to be collected in the County’s Fiscal Year 2019, be abated by the amount of $573,500.00 (FIVE HUNDRED SEVENTY-THREE THOUSAND, FIVE HUNDRED and NO/100 DOLLARS), and that the amount of the 2018 Tax Levy to be extended by the DuPage County Clerk be $0.00 (ZERO and NO/100 DOLLARS).

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Resolution #FI-R-0943-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0943-18
ABATEMENT OF THE 2018 TAX LEVY FOR GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015B (“2015B BONDS”) IN THE AMOUNT OF $1,462,500

WHEREAS, the DuPage County Board adopted Ordinance Number FI-O-0013-15 on May 12, 2015, and executed an accompanying Bond Order on June 5, 2015, setting forth the tax levy for each of the levy years for which the 2015B Bonds are outstanding; the 2018 taxes have been levied in compliance thereto; and

WHEREAS, Section 9 of Ordinance Number FI-O-0013-15 directed the DuPage County Clerk to levy, and extend, a tax sufficient to produce the amount of $1,462,500 (ONE MILLION, FOUR HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED and NO/100 DOLLARS) for the 2018 Tax Levy to be collected in DuPage County’s Fiscal Year 2019; and

WHEREAS, in accordance with said Ordinance, sufficient Pledged Revenues are currently available in the 2015B Drainage Bond Debt Service Fund to provide for an abatement of the 2018 Tax Levy in its entirety.
NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the
GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE),
SERIES 2015B tax levy, to be collected in the County’s Fiscal Year 2019, be abated by the
amount of $1,462,500 (ONE MILLION, FOUR HUNDRED SIXTY-TWO THOUSAND FIVE
HUNDRED and NO/100 DOLLARS), and that the amount of the 2018 Tax Levy to be extended
by the DuPage County Clerk be $0.00 (ZERO and NO/100 DOLLARS).

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Resolution #FI-R-0944-18 be
approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore,
Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0944-18
AUTHORIZATION TO TRANSFER FUNDS
FROM THE GENERAL FUND AND PROBATION AND COURT SERVICES
TO VARIOUS FUNDS FOR FISCAL YEAR 2019

WHEREAS, for accounting purposes the DuPage County Board has established an
Illinois Municipal Retirement Fund (I.M.R.F.), a Social Security Fund, a Tort Liability Fund and
a Stormwater Fund, which are each partially funded with separate tax levies; and

WHEREAS, for accounting purposes the DuPage County Board has established a
DuPage Care Center Fund and a County Infrastructure Fund, which are each partially funded
with General Fund monies, and the establishment of these funds are not related to a tax levy fund
that is separate from the County’s General Fund tax levy; and

WHEREAS, the County of DuPage finds it necessary to grant authority to the Chief
Financial Officer, to transfer said amount in one or more transfers as operating requirements
dictate; and

WHEREAS, the said transfer(s) may be executed from the period of December 1, 2018 to
November 30, 2019; and

WHEREAS, in order to maintain operations in the Funds listed on the attached Interfund
Transfer schedule in Fiscal Year 2019, the County of DuPage finds it necessary to transfer an
amount up to, but not to exceed, $24,127,707 (TWENTY-FOUR MILLION, ONE HUNDRED
TWENTY-SEVEN THOUSAND, SEVEN HUNDRED SEVEN AND NO/100 DOLLARS)
from the General Fund (1000) to the various Funds per the attached Interfund Transfer schedule; and

WHEREAS, sufficient funds are projected to be available in the General Fund (1000) to accommodate said transfer(s) up to, but not to exceed $24,127,707 (TWENTY-FOUR MILLION, ONE HUNDRED TWENTY-SEVEN THOUSAND, SEVEN HUNDRED SEVEN AND NO/100 DOLLARS) for the time periods provided in the attached Interfund Transfer schedule.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Chief Financial Officer is hereby authorized to transfer the amount up to, but not to exceed $25,370,941 (TWENTY-FIVE MILLION, THREE HUNDRED SEVENTY THOUSAND, NINE HUNDRED FORTY-ONE AND NO/100 DOLLARS) in one or more transfers; and

BE IT FURTHER RESOLVED by the DuPage County Board that the said transfer(s) may be executed anytime from the period of December 1, 2018 to November 30, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Finance Department and/or the County Treasurer is authorized and directed to transfer, in consultation with the Chief Financial Officer, an amount up to, but not to exceed, $25,370,941 (TWENTY-FIVE MILLION, THREE HUNDRED SEVENTY THOUSAND, NINE HUNDRED FORTY-ONE AND NO/100 DOLLARS) in one or more transfers for the time periods provided per the attached Interfund Transfer schedule.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-R-0945-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0945-18
AUTHORIZATION TO TRANSFER FUNDS FROM THE COUNTY INFRASTRUCTURE FUND TO THE GENERAL FUND FOR FISCAL YEAR 2019

WHEREAS, for accounting purposes the DuPage County Board has established a County Infrastructure Fund which is partially funded with General Fund monies; and
WHEREAS, the establishment of the County Infrastructure Fund is not related to a tax
levy fund that is separate from the County’s General Fund tax levy; and

WHEREAS, an interfund loan from the General Fund to the County Infrastructure Fund
was established through FI-R-0157-17; and

WHEREAS, the General Fund is to be repaid through monies budgeted in the County
Infrastructure Fund – Facilities Management (6000-1220) capital dollars each year for ten (10)
consecutive years, the County of DuPage finds it necessary to transfer an amount up to, but not
to exceed, $400,000.00 (FOUR HUNDRED THOUSAND AND NO/100 DOLLARS) from the
County Infrastructure Fund (6000-1220) to the General Fund (1000); and

WHEREAS, the County of DuPage finds it necessary to grant authority to the Chief
Financial Officer, to transfer said amount in one or more transfers as operating requirements
dictate; and

WHEREAS, the said transfer(s) may be executed from the period of December 1, 2018 to
November 30, 2019; and

WHEREAS, sufficient funds are projected to be available in the County Infrastructure
Fund (6000-1220) to accommodate said transfer(s) up to, but not to exceed $400,000.00 (FOUR
HUNDRED THOUSAND AND NO/100 DOLLARS) for the aforementioned time period.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Chief
Financial Officer, is hereby authorized to transfer an amount up to, but not to exceed
$400,000.00 (FOUR HUNDRED THOUSAND AND NO/100 DOLLARS) in one or more
transfers; and

BE IT FURTHER RESOLVED by the DuPage County Board that the said transfer(s)
may be executed anytime from the period of December 1, 2018 to November 30, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Finance
Department and/or the County Treasurer is authorized and directed to transfer, in consultation
with the Chief Financial Officer, an amount up to, but not to exceed, $400,000.00 (FOUR
HUNDRED THOUSAND AND NO/100 DOLLARS) in one or more transfers, in the
aforementioned time period.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Ordinance #FI-O-0075-18 be
approved and adopted. On roll call, Members Anderson, DiCianni, Eckhoff, Elliott, Gavanes,
Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Chaplin voted “nay.” Motion carried.

ORDINANCE
FI-O-0075-18
ANNUAL APPROPRIATION ORDINANCE FOR THE COUNTY OF DU PAGE,
STATE OF ILLINOIS, FOR THE FISCAL PERIOD BEGINNING
DECEMBER 1, 2018 AND ENDING NOVEMBER 30, 2019

BE IT ORDAINED by the County Board of the County of DuPage, State of Illinois, at this adjourned meeting of the September session of said County Board held at the County Center, 421 North County Farm Road in Wheaton, DuPage County, Illinois, on the 27th day of November, A.D., 2018 that the following amounts, or so much thereof as may be authorized by law as may be needed, be and the same are hereby appropriated for the general purposes of DuPage County as specified in the attached “Fiscal Year 2019 Departmental Appropriations” schedule for the following companies and accounting units: Company 1000 General Fund; Company 1100 General Government, including Illinois Municipal Retirement (1210), Social Security (1211), Tort Liability Insurance (1212), Animal Services (1300), County Clerk Document Storage (4210), Geographical Information Systems (2900, 2910, 2920), Recorder Document Storage (4310), Recorder/Geographical Information Systems (4320), Tax Sale Automation (5010), Building, Zoning & Planning (2810, 2820); Company 1200 Health And Welfare, including DuPage Care Center (2000-2100), DuPage Care Center Foundation (2105); Company 1300 Public Safety, including Arrestee’s Medical Costs (4430), Crime Laboratory (4440), Sheriff’s Basic Correctional Officers Academy (4460), Coroner’s Fee (4130), OHSEM Community Education & Volunteer Outreach Program (1910), Emergency Deployment Reimbursement (1920); Company 1400 Judicial, including Circuit Court Clerk Operations & Administration (6710), Court Automation (6720), Court Document Storage (6730), Circuit Court Clerk Electronic Citation (6740), Child Support Maintenance (6750), Neutral Site Custody Exchange (5920), Drug Court/Mental Illness Court Alternative Program (5930, 5940), Children’s Waiting Room (5950), Law Library (5960), Probation & Court Services (6120), Juvenile Transportation (6130), State’s Attorney Records Automation (6520), State’s Attorney Money Laundering Forfeiture (6530), Federal Drugs/S.A. 1417 (6540), State Funds/S.A. 1418 (6550); Company 1500 Highway, Streets & Bridges, including Local Gasoline Tax Fund (1101, 3500-3530), Highway Motor Fuel Tax (3550), Highway Impact Fees (3640-3649), Township Project Reimbursement Fund (3570-3578); Century Hill Light Service Area (3630); Company 1600 Conservation & Recreation, including Stormwater Management (3000, 3100), Stormwater Variance (3010), Environmental Related PW Projects (3130), Wetland Mitigation Banks (3140, 3141, 3142, 3143, 3144), Water Quality BMP In Lieu (3050); Company 2000 Public Works, including Public Works Sewer (2555), Public Works Water (2640), Public Works Central Administration (2665); Company 6000 Capital Projects, including County Infrastructure Fund (1195, 1220, 3590), DuComm Remodeling Project Fund (1223), 2010 G.O. Alternate Revenue Bond Project Fund (1235), Company 7000 Debt Service Fund, including G.O. Alternate Series 2010 Bond Debt Service Fund (7000), 2011 Drainage Bond Debt Service Fund (7005), 1993 Jail

I, Paul Hinds, County Clerk and Clerk of the County Board in DuPage County, State of Illinois, and keeper of the records and files thereof, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the County Board at a meeting at the County Center, 421 North County Farm Road in Wheaton, Illinois, on the 27th day of November, A.D., 2018.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Ordinance #FI-O-0076-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

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ORDINANCE
FI-O-0076-18
2018 TAX LEVIES FOR FISCAL YEAR 2019

BE IT ORDAINED by the County Board of the County of DuPage, State of Illinois, at this adjourned meeting of the September session of said County Board held at the County Center, 421 North County Farm Road in Wheaton, DuPage County, Illinois, on the 27th day of November A.D., 2018, that the following 2018 Tax Levies for Fiscal Year 2019 as recommended by the Committee on Finance be and the same are hereby approved and adopted and that there be and there are hereby levied, for the purposes as set forth in this Ordinance upon all the taxable property within the County of DuPage the said amounts, in relevant part exclusive of and in addition to, the tax levy for general corporate purposes of DuPage County under any statute limiting the amount of tax that said County may levy for general purposes, to be collected in a like manner with the general taxes of the County.
GENERAL FUND LEVY (1000) $ 23,105,700

For the following purposes:

<table>
<thead>
<tr>
<th>Category</th>
<th>Personnel</th>
<th>Commodities</th>
<th>Contractual Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Management</td>
<td>$ 1,518,287</td>
<td>313,732</td>
<td>1,629,297</td>
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<tr>
<td>Information Technology</td>
<td>$ 1,041,910</td>
<td>82,470</td>
<td>1,125,614</td>
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<td>Human Resources</td>
<td>$ 298,354</td>
<td>4,260</td>
<td>82,861</td>
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<td>Campus Security</td>
<td>$ 84,417</td>
<td>5,642</td>
<td>291,584</td>
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<td>Finance</td>
<td>$ 623,363</td>
<td>64,933</td>
<td>278,891</td>
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<td>General Fund Special Accounts</td>
<td>$ 1,421,890</td>
<td>173,787</td>
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<td>General Fund Insurance</td>
<td>$ 4,499,444</td>
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<tr>
<td>Supervisor of Assessments</td>
<td>$ 271,009</td>
<td>958</td>
<td>170,454</td>
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<tr>
<td>Agency</td>
<td>Personnel</td>
<td>Commodities</td>
<td>Contractual Services</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------</td>
<td>-------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Board of Tax Review</td>
<td>$ 50,854</td>
<td>253</td>
<td>1,814</td>
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<tr>
<td>County Board</td>
<td>$ 583,788</td>
<td>1,564</td>
<td>28,816</td>
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<tr>
<td>Election Commission</td>
<td>$ 426,422</td>
<td>28,401</td>
<td>685,802</td>
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<tr>
<td>Sheriff’s Merit Commission</td>
<td>$ 8,342</td>
<td>129</td>
<td>14,100</td>
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<tr>
<td>County Auditor</td>
<td>$ 182,683</td>
<td>237</td>
<td>3,012</td>
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<tr>
<td>County Clerk</td>
<td>$ 136,417</td>
<td>4,866</td>
<td>1,027</td>
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<tr>
<td>County Treasurer</td>
<td>$ 410,191</td>
<td>3,003</td>
<td>85,427</td>
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<tr>
<td>County Coroner</td>
<td>$ 396,525</td>
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<td>94,793</td>
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</tbody>
</table>
Circuit Court
Personnel $521,795
Commodities 20,222
Contractual Services 172,651

Public Defender
Personnel $952,892
Commodities 7,899
Contractual Services 22,806

Jury Commission
Personnel $80,452
Commodities 10,419
Contractual Services 96,086

Probation and Court Services
Personnel $1,424,278
Commodities 135
Contractual Services 149,537

Regional Office of Education
Personnel $201,559
Commodities 4,620
Contractual Services 56,851

Human Services
Personnel $314,831
Commodities 3,318
Contractual Services 393,007

Veteran’s Assistance Commission
Personnel $46,952
Commodities 470
Contractual Services 83,630

ILLINOIS MUNICIPAL RETIREMENT FUND LEVY (1100-1212)

For the following purposes: $5,100,000

I.M.R.F.
Personnel $5,100,000
<table>
<thead>
<tr>
<th>Fund Levy</th>
<th>Amount</th>
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<tbody>
<tr>
<td>SOCIAL SECURITY FUND LEVY (1100-1211)</td>
<td>$ 3,500,000</td>
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<tr>
<td>TORT LIABILITY INSURANCE FUND LEVY (1100-1212)</td>
<td>$ 3,000,000</td>
</tr>
<tr>
<td>JUVENILE TRANSPORTATION LEVY (1400-6130)</td>
<td>$ 883,000</td>
</tr>
<tr>
<td>STORMWATER MANAGEMENT FUND LEVY (1600-3000)</td>
<td>$ 9,400,000</td>
</tr>
<tr>
<td>COURTHOUSE BOND DEBT SERVICE (7000-7018)</td>
<td>$ 3,681,950</td>
</tr>
</tbody>
</table>

### Social Security
- **Personnel** $3,500,000

### Tort Liability Insurance
- **Personnel** $197,500
- **Commodities** $104,653
- **Contractual Services** $2,697,847

### Juvenile Transportation Operations
- **Personnel** $452,236
- **Commodities** $7,131
- **Contractual Services** $423,633

### Stormwater Management Projects
- **Personnel** $1,058,094
- **Commodities** $38,428
- **Contractual Services** $962,274
- **Capital Outlay** $252,604
- **Bond and Debt (Transfers Out)** $7,088,600

### Courthouse Bond Debt Service
- **Bond and Debt** $3,681,950
I, Paul Hinds, County Clerk and Clerk of the County Board in DuPage County, State of Illinois, and keeper of the records and files thereof, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the County Board at a meeting held at the County Center, 421 North County Farm Road in Wheaton, Illinois, on the 27th day of November, A.D., 2018.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Ordinance #FI-O-0077-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

ORDINANCE
FI-O-0077-18
COUNTY OF DU PAGE
CENTURY HILL LIGHT SERVICE AREA FUND
2018 TAX LEVY FOR FISCAL YEAR 2019

BE IT ORDAINED by the County Board of the County of DuPage, State of Illinois, at this adjourned meeting of the September session of said County Board held at the County Center, 421 North County Farm Road in Wheaton, DuPage County, Illinois, on the 27th day of November A.D., 2018, that the following 2018 Tax Levy for Fiscal Year 2019 as recommended by the Committee on Finance be and the same are hereby approved and adopted and that there be and there are hereby levied, for the purposes as set forth in this Ordinance upon all the taxable property within the boundaries of the Century Hill Light Service Area, the said amount, in relevant part exclusive of and in addition to the tax levy for general corporate purposes of DuPage County under any statute limiting the amount of tax that said County may levy for general purposes, to be collected in a like manner with the general taxes of the county.

CENTURY HILL LIGHT SERVICE AREA FUND LEVY (1500) $ 18,575

For the following purposes:

Contractual Services $ 18,575

I, Paul Hinds, County Clerk and Clerk of the County Board in DuPage County, State of Illinois, and keeper of the records and files thereof, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the County Board at a meeting held at the County Center, 421 North County Farm Road in Wheaton, Illinois, on the 27th day of November, A.D., 2018.
Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Resolution #FI-R-0946-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0946-18
APPROVAL OF FISCAL YEAR 2019 HEADCOUNT

WHEREAS, it is sound management practice to establish and maintain an inventory of County Board approved positions; and

WHEREAS, the Headcount, as approved by the County Board, shall be the official inventory of County-wide positions; and

WHEREAS, the Headcount shall allow for management flexibility in staffing so long as staffing levels do not exceed approved salary appropriations and remain consistent with budgetary limitations; and

WHEREAS, the Human Resources Department shall be authorized to maintain and revise the Personnel Headcount as appropriate.

NOW, THEREFORE BE IT RESOLVED by the County Board, that the attached report be approved as the DuPage County Headcount for Fiscal Year 2019; and

BE IT FURTHER RESOLVED by the County Board, that each department shall be responsible for maintaining staffing levels that do not exceed the department’s County Board approved salary appropriations; and

BE IT FURTHER RESOLVED by the County Board, that any changes to the full-time headcount, except for errors or omissions, decreases, or any revisions which are authorized by the Personnel Policy, shall have County Board approval.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Resolution #FI-R-0947-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
FI-R-0947-18
COMPENSATION STRUCTURE AND WAGE ADJUSTMENT GUIDELINES

WHEREAS, it is the goal of the County of DuPage to attract, retain, and motivate qualified personnel through its salary practices; and

WHEREAS, it is necessary to provide consistent guidelines for establishing and implementing wage adjustments.

NOW, THEREFORE BE IT RESOLVED by the County Board, that each County employee who is not covered by the provisions of a certified collective bargaining unit, or not currently represented in a collective bargaining negotiation, will receive a 2.0 percent cost of living increase effective December 1, 2018; and

BE IT FURTHER RESOLVED by the County Board, that in those cases where the wage adjustment would move the employee beyond the approved pay range maximum, the employee may receive the portion of the wage adjustment that is beyond the pay range maximum in the form of a lump sum payment; and

BE IT FURTHER RESOLVED by the County Board, that the salary ranges may be adjusted based on review by the Human Resources Department; and

BE IT FURTHER RESOLVED by the County Board, that the Director of Human Resources is hereby directed to ensure that these guidelines as well as any applicable policy line adjustments are implemented; and

BE IT FURTHER RESOLVED by the County Board that the County Clerk be directed to transmit copies of this Resolution to all Elected Officials, Department Heads and one copy to the County Board.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Zay, that Ordinance #FI-O-0078-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

ORDINANCE

FI-O-0078-18

ANNUAL APPROPRIATION ORDINANCE FOR BOARD OF HEALTH OPERATIONS, BOARD OF HEALTH MUNICIPAL RETIREMENT, BOARD OF HEALTH SOCIAL SECURITY AND BOARD OF HEALTH INFRASTRUCTURE FUND OF THE COUNTY OF DU PAGE, STATE OF ILLINOIS FOR THE FISCAL PERIOD BEGINNING DECEMBER 1, 2018 AND ENDING NOVEMBER 30, 2019

BE IT ORDAINED by the County Board of the County of DuPage, State of Illinois, at this adjourned meeting of the September session of said County Board held at the County Center, 421 North County Farm Road in Wheaton, DuPage County, Illinois, on the 27th day of November, A.D., 2018 that the following amounts, or so much thereof as may be authorized by law as may be needed, be and the same are hereby appropriated for the corporate purposes of the DuPage County Health Department as specified in the attached “Fiscal Year 2019 Departmental Appropriations” schedule, for the following funds: Health Department General Fund, Health Department Social Security Fund, Health Department I.M.R.F. Fund and Health Department Infrastructure Fund for the fiscal period beginning December 1, 2018 and ending November 30, 2019.

I, Paul Hinds, County Clerk and Clerk of the County Board in DuPage County, State of Illinois, and keeper of the records and files thereof, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the County Board at a meeting at the County Center, 421 North County Farm Road in Wheaton, Illinois, on the 27th day of November, A.D., 2018.

HEALTH DEPARTMENT GENERAL FUND

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$34,392,730</td>
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<tr>
<td>Commodities</td>
<td>2,469,915</td>
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<td>Contractual Services</td>
<td>$ 9,510,868</td>
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<td>Capital Outlay</td>
<td>$ 570,136</td>
</tr>
<tr>
<td><strong>TOTAL FUND APPROPRIATION</strong></td>
<td><strong>$46,943,649</strong></td>
</tr>
</tbody>
</table>
HEALTH DEPARTMENT SOCIAL SECURITY FUND

Personnel $2,257,941

TOTAL FUND APPROPRIATION $2,257,941

HEALTH DEPARTMENT I.M.R.F. FUND

Personnel $2,815,934

TOTAL FUND APPROPRIATION $2,815,934

HEALTH DEPARTMENT INFRASTRUCTURE FUND

Capital Outlay $1,000,000

TOTAL FUND APPROPRIATION $1,000,000

TOTAL APPROPRIATIONS – ALL FUNDS $53,017,524

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Ordinance #FI-O-0079-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

ORDINANCE
FI-O-0079-18
2018 TAX LEVIES FOR THE BOARD OF HEALTH OPERATIONS, BOARD OF HEALTH MUNICIPAL RETIREMENT AND BOARD OF HEALTH SOCIAL SECURITY FOR FISCAL YEAR 2019

BE IT ORDAINED by the County Board of the County of DuPage, State of Illinois, at this adjourned meeting of the September session of said County Board held at the County Center, 421 North County Farm Road in Wheaton, DuPage County, Illinois, on the 27th day of November, A.D., 2018 that the following 2018 Tax Levies for Fiscal Year 2019 as recommended by the Committee on Finance be and the same are hereby approved and adopted and that there be and there are hereby levied, for the purposes as set forth in this Ordinance upon all the taxable property within the County of DuPage the said amounts, in relevant part exclusive of and in
addition to the tax levy for general corporate purposes of DuPage County under any statute limiting the amount of tax that said county may levy for general purposes, to be collected in a like manner with the general taxes of the County.

BOARD OF HEALTH GENERAL FUND LEVY $ 13,184,904

For the purpose of maintaining a County Health Department

Personnel $ 9,662,708
Commodities 693,928
Contractual Services 2,668,087
Capital Outlay 160,181

BOARD OF HEALTH SOCIAL SECURITY FUND LEVY $ 2,113,162

For the purpose of providing Social Security payments as set forth in The "Illinois Pension Code"

Personnel $ 2,113,162

BOARD OF HEALTH ILLINOIS MUNICIPAL RETIREMENT FUND LEVY

$ 2,601,934

For the purpose of providing pension payments as set forth in the "Illinois Pension Code"

Personnel $ 2,601,934

I, Paul Hinds, County Clerk and Clerk of The County Board in DuPage County, State of Illinois, and keeper of the records and files thereof, do hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the County at a meeting at the County Center, 421 North County Farm Road in Wheaton, Illinois, on the 27th day of November, A.D., 2018.

Enacted and approved this 27th day of November, 2018 at Wheaton, Illinois.

Member Larsen moved, seconded by Member Healy, that Ordinance #FI-O-0080-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

ORDINANCE
FI-O-0080-18
ANNUAL APPROPRIATION ORDINANCE FOR EMERGENCY TELEPHONE SYSTEM BOARD OF THE COUNTY OF DUPAGE, STATE OF ILLINOIS, FOR THE FISCAL PERIOD BEGINNING DECEMBER 1, 2018 AND ENDING NOVEMBER 30, 2019

BE IT ORDAINED by the County Board of the County of DuPage, State of Illinois, at this adjourned meeting of the September session held at the County Center, 421 North County Farm Road in Wheaton, DuPage County, Illinois, on this 27th day of November, A.D., 2018, that the following amounts, or so much thereof as may be authorized by law as may be needed, be and the same are hereby appropriated for the purposes of the DuPage County Emergency Telephone System as specified in the attached “DuPage County Emergency Telephone System Board Appropriation Budget, 2019 Appropriations” schedule, for the Emergency Telephone System Board for the following funds:

Equalization Fund (4000-5820) $15,188,125

4000-5820 EQUALIZATION FUND
Personnel $ 830,101
Commodities $ 263,458
Contractual Services $6,764,914
Capital Outlay $7,329,652
TOTAL FUND APPROPRIATION $15,188,125
TOTAL APPROPRIATION – ALL FUNDS $15,188,125

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.
Member Larsen moved, seconded by Member Healy, that the FY2019 Financial Plan be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

Member Hart moved, seconded by Member Khouri, that Resolution #HHS-P-0318-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
HHS-P-0318-18
AWARDING RESOLUTION
ISSUED TO WHEATON FAMILY PRACTICE LTD
FOR SERVICES AS MEDICAL DIRECTOR FOR THE CARE CENTER
(CONTRACT TOTAL AMOUNT $36,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order to Wheaton Family Practice, Ltd, for services of Medical Director for the DuPage Care Center, for the period December 1, 2018 through November 30, 2019.

NOW, THEREFORE BE IT RESOLVED, that said contract for the services of Medical Director at the DuPage Care Center, for the period December 1, 2018 through November 30, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Wheaton Family Practice, Ltd, 560 Belmont Lane, Carol Stream, Illinois 60188, for a contract total amount of $36,000.00, Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that Resolution #HHS-P-0319-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
HHS-P-0319-18
AWARDING RESOLUTION ISSUED TO MUSIC SPEAKS, LLC
FOR MUSIC THERAPY SERVICES FOR THE
RESIDENTS AT THE DU PAGE CARE CENTER
(CONTRACT TOTAL AMOUNT: $48,124.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order for music therapy services, for the period January 1, 2019 through December 31, 2019, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract, for music therapy services, for the period January 1, 2019 through December 31, 2019, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Music Speaks, LLC, 16620 40th Avenue North, Minneapolis, Minnesota 55446, for a total contract amount of $48,124.00.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Hart moved, seconded by Member Khouri, that Resolution #HHS-P-0320-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
HHS-P-0320-18
AWARDING RESOLUTION ISSUED TO
INTERBORO PACKAGING CORPORATION TO FURNISH
AND DELIVER PLASTIC TRASH CAN AND RECYCLING CAN LINERS
FOR THE DU PAGE CARE CENTER
(CONTRACT TOTAL AMOUNT: $96,583.86)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Interboro Packaging Corporation, to furnish and deliver plastic trash can and recycling can liners, as needed for DuPage Care Center, for the period December 1, 2018 through May 16, 2020.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, to furnish and deliver plastic trash can and recycling can liners, as needed for DuPage Care Center, for the period December 1, 2018 through May 16, 2020, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Interboro Packaging Corporation, 114 Bracken Road, Montgomery, New York 12549, for a contract total amount not to exceed $96,583.86, per lowest responsible bid #17-045-JM.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Noonan, that Resolution #JPS-P-0315-18, Awarding Resolution to Advanced Public Safety, LLC for Professional Services to Provide Ongoing Consultation and Technical Assistance with Application Systems, be approved and adopted.

Member Hart left the room to avoid a conflict of interest.

Member Eckhoff moved, seconded by Member Noonan, that Resolution #JPS-P-0315-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Hart was not present at the time of roll call. Motion carried.
RESOLUTION
JPS-P-0315-18
AWARDING RESOLUTION TO ADVANCED PUBLIC SAFETY, LLC
FOR PROFESSIONAL SERVICES TO PROVIDE
ONGOING CONSULTATION AND TECHNICAL ASSISTANCE
WITH APPLICATION SYSTEMS
(CONTRACT TOTAL AMOUNT: $1,275,000)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Advanced Public Safety, LLC, to provide ongoing consultation and technical assistance with application systems for the Office of the Circuit Court Clerk.

NOW, THEREFORE BE IT RESOLVED, that covering said contract to provide ongoing consultation and technical assistance with application systems for the period of December 1, 2018 through November 30, 2021, for the Office of the Circuit Court Clerk, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Advanced Public Safety, LLC, 500 Fairway Drive, Suite 204, Deerfield Florida 33441, for a contract total amount of $1,275,000.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member DiCianni, that Resolution #JPS-P-0316-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Hart was not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0316-18
AWARDING RESOLUTION TO
ALLIED UNIVERSAL SECURITY SERVICES
TO PROVIDE SECURITY SERVICES FOR THE COUNTY CAMPUS
(CONTRACT TOTAL AMOUNT $827,344.22)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and
WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Allied Universal Security Services, to provide security services for the DuPage County Campus, covering the period March 1, 2019 to February 28, 2020, for the Office of Homeland Security and Emergency Services/Security.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, to provide security services to the County Campus for the Office of Homeland Security and Emergency Management/Security, for the period of March 1, 2019 through February 28, 2020, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Allied Universal Security Services, 587 Shuman Boulevard, Suite 200E, Naperville, Illinois 60563, for a contract total amount not to exceed $827,344.22, per renewal option under Proposal #P15-213-GV.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Chaplin, that Resolution #JPS-P-0317-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Hart was not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0317-18
AWARDING RESOLUTION ISSUED TO
CHRISTA M. WINTHERS, OF MULLEN & WINTHERS P.C.
FOR AN AGREEMENT TO PROVIDE PROFESSIONAL SERVICES
TO THE 18TH JUDICIAL CIRCUIT COURT
(CONTRACT TOTAL AMOUNT: $45,000)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to provide professional services for a conflict attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period December 1, 2018 through November 30, 2019, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide professional services for a conflict attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage
County Public Defender may not represent a party, including appeals in these matters, for the 18th Judicial Circuit Court, for the period December 1, 2018 through November 30, 2019, for the 18th Judicial Circuit Court, be, and it is hereby approved for issuance of a contract by the Procurement Division to Christa M. Winthers, of Mullen & Winters, P.C., 1N141 County Farm Road, #230, Winfield, Illinois, 60190, for a contract total amount not to exceed $45,000.00.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Puchalski, that Resolution #FM-P-0321-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Hart was not present at the time of roll call. Motion carried.

RESOLUTION
FM-P-0321-18
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND KNIGHT E/A, INC. FOR ON-CALL PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR FACILITIES MANAGEMENT

WHEREAS, the Illinois General Assembly has granted the County of DuPage (“COUNTY”) authority to operate, maintain and keep in repair necessary COUNTY buildings and to enter into agreements for said purposes pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106, et seq.; and

WHEREAS, the COUNTY requires professional architectural and engineering services on an on-call as needed basis, which services may include but are not limited to, Program Analysis, Feasibility Studies, Code Reviews, Project Design, Design Development, and Construction Documentation (including Specifications, Cost Estimates, and Scheduling Projections), for various projects to maintain and repair assorted County buildings; and

WHEREAS, Knight E/A, Inc. (“CONSULTANT”) has experience and expertise providing professional architectural and engineering services of this nature and is willing to perform the required services, as ordered by the County, for an amount not to exceed Three hundred Sixty thousand dollars and no cents ($360,000.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Procurement Ordinance; and
WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and CONSULTANT is hereby accepted and approved in an amount not to exceed Three hundred Sixty thousand dollars and no cents ($360,000.00) and the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of the Resolution and the attached AGREEMENT to Knight E/A, Inc., 221 North LaSalle Street, Suite 300, Chicago, Illinois 60601 and State’s Attorney’s Office, Anthony Hayman.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Zay, that Resolution #FM-P-0322-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Hart was not present at the time of roll call. Motion carried.

RESOLUTION
FM-P-0322-18
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND FARNSWORTH GROUP, INC.
FOR PROFESSIONAL ENGINEERING SERVICES
FOR PHASE II OF THE WATER EFFICIENCY STUDY
AND AS-NEEDED FOR VARIOUS PROJECTS
FOR FACILITIES MANAGEMENT

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to operate, maintain and keep in repair necessary COUNTY buildings and to enter into agreements for said purposes pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106, et seq.; and

WHEREAS, pursuant to the statutory and constitutional authority granted the County of DuPage, the County owns and maintains several buildings known as the DuPage County Governmental Campus (“Campus”) in Wheaton, Illinois as the County’s seat of government; and
WHEREAS, the COUNTY requires professional engineering services for Phase II of the Water Efficiency Study for the County Campus, to provide DuPage County with actionable recommendations and projects that reduce water consumption at the Campus; and

WHEREAS, additionally, the COUNTY requires professional engineering services to provide On-Call Engineering Services, on an as-needed basis, for various projects at County facilities. The scope of each task will be defined at the time of the request for services as directed by the County. The Consultant will bill the County for all tasks, assignments and work performed in accordance with the Schedule of Charges; and

WHEREAS, Farnsworth Group, Inc. (the CONSULTANT) has experience and expertise in such services and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed Forty-four thousand One hundred Forty dollars ($44,140.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Procurement Ordinance; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and CONSULTANT is hereby accepted and approved in an amount not to exceed Forty-four thousand One hundred Forty dollars and no cents ($44,140.00) and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Jim Rickert, Farnsworth Group, Inc., 2709 McGraw Drive, Bloomington, Illinois 61704 and State’s Attorney’s Office, Anthony Hayman.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Chaplin, that Resolution #PW-P-0323-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Hart was not present at the time of roll call. Motion carried.
RESOLUTION
PW-P-0323-18
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND ROBINSON ENGINEERING FOR ON-CALL DESIGN AND PERMITTING
PROFESSIONAL ENGINEERING SERVICES FOR WATER TOWERS, WATER TANKS
AND WATER SYSTEMS FOR PUBLIC WORKS DEPARTMENT

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate sewerage and waste treatment systems and to enter into agreements for the purposes of improving or extending said systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et seq.); and

WHEREAS, in accord with the above-referenced authority, the COUNTY maintains and operates wastewater treatment facilities and water distribution systems; and

WHEREAS, the Public Works Department requires on-call engineering services related to their water distribution and sewer collection systems; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing professional engineering services and is willing to perform the required services for an amount not to exceed Seventy-Five Thousand Dollars and 00/100 ($75,000.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Procurement Ordinance; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommended approval of this AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and CONSULTANT is hereby accepted and approved in an amount not to exceed Seventy-Five Thousand Dollars and 00/100 ($75,000.00) and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Robinson Engineering; 127 North Walnut Street, Suite 200, Itasca, Illinois 60143 and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.
Member Healy moved, seconded by Member Zay, that Resolution #FM-P-0367A-17 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Hart was not present at the time of roll call. Motion carried.

RESOLUTION
FM-P-0367A-17
AMENDMENT TO RESOLUTION FM-P-0367-17 ISSUED TO WHEATON SANITARY DISTRICT FOR SANITARY SEWER UTILITY SERVICES FOR THE COUNTY CAMPUS FOR FACILITIES MANAGEMENT (CONTRACT INCREASE)

WHEREAS, Resolution FM-P-0367-17 was approved and adopted by the County Board on September 12, 2017; and

WHEREAS, it is necessary to increase Resolution FM-P-0367-17 in the amount of $51,892.53 to pay final invoice; and

WHEREAS, the Public Works Committee recommends changes as stated in Change Order Notice to increase County Contract 2737 SERV issued to Wheaton Sanitary District in the amount of $51,892.53, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts Change Order Notice, dated November 6, 2018 to County Contract 2737 SERV for sanitary sewer utility services for the County facilities, for the period October 1, 2017 through September 30, 2018, for Facilities Management, to increase encumbrance in the amount of $51,892.53, taking the original contract amount of $336,000.00, and resulting in a new amended contract total amount not to exceed $387,892.53.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Zay, that Resolution #PW-P-0372A-17 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Hart was not present at the time of roll call. Motion carried.
RESOLUTION
PW-P-0372A-17
AMENDMENT TO RESOLUTION PW-P-0372-17 ISSUED TO
JOSEPH J. HENDERSON & SON, INC. TO PROVIDE
BIOLOGICAL PHOSPHORUS REMOVAL
AT THE KNOLLWOOD WASTEWATER FACILITY
(INCREASE ENCUMBRANCE $14,876.74)

WHEREAS, Resolution PW-P-0372-17 was approved and adopted by the DuPage County Board on September 12, 2017; and

WHEREAS, the Public Works Committee recommends changes as stated in the Change Order Notice to increase contract 2774 SERV, issued to Joseph J. Henderson & Son, Inc., in the amount of $14,876.74, taking the original contract amount of $2,477,000, resulting in a new contract total amount of $2,491,876.74.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts the Change Order Notice dated November 5, 2018 to County Contract 2774 SERV, issued to Joseph J. Henderson & Sons, Inc. to increase the amount of the contract by $14,876.74, taking the original contract amount of $2,477,000, resulting in a new contract total amount not to exceed $2,491,876.74.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Chaplin, that Resolution #SM-R-0955-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
SM-R-0955-18

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MOU”) is entered into this 27th day of November, 2018, by and between the ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the “ILLINOIS TOLLWAY”; the COUNTY OF DU PAGE, a body politic and corporate of the State of Illinois, acting by and through its DU PAGE COUNTY DEPARTMENT OF STORMWATER MANAGEMENT (hereinafter referred to as the “COUNTY”), individually referred to as “PARTY”, and collectively referred to as “PARTIES.”
WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY, to facilitate the free flow of traffic and ensure the safety to the motoring public, recently approved a 15 year Capital Program, “Move Illinois; The Illinois Tollway Driving the Future,” which includes improvements to the Tri-State Tollway (I-294) (hereinafter sometimes referred to as “TOLL HIGHWAY”), including reconstructing from 95th Street (U.S. Routes 12/20) to Balmoral Avenue. The contemplated improvements are substantially included in, but not limited to, multiple ILLINOIS TOLLWAY construction contracts; and

WHEREAS, the COUNTY operates the ELMHURST QUARRY FLOOD CONTROL FACILITY (hereinafter referred to as the “ELMHURST QUARRY”) to provide flood relief for the communities along Salt Creek; and

WHEREAS, the COUNTY has identified the opportunity to expand the capacity of the ELMHURST QUARRY to provide additional stormwater storage (hereinafter referred to as the PROJECT); and

WHEREAS, the ILLINOIS TOLLWAY desires to assist with the delivery of the PROJECT in order to provide additional compensatory storage as required to complete the improvements to the TOLL HIGHWAY; and

WHEREAS, this MOU, for ILLINOIS TOLLWAY recording purposes shall be known as #002018-15, has been prepared to outline the general understanding between the COUNTY and the ILLINOIS TOLLWAY with regard to the PROJECT; and

WHEREAS, this MOU shall serve as the basis for interagency cooperation in the development and implementation of the PROJECT and also serve as a basis for developing an Intergovernmental Agreement; and

WHEREAS, the ILLINOIS TOLLWAY and the COUNTY desire to outline their respective responsibilities toward engineering, construction, and future funding of the PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the “Toll Highway Act,” 605 ILCS 10/1 et seq. is authorized to enter into this MOU; and

WHEREAS, the COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001, et seq. is authorized to enter into this MOU.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Puchalski, that Resolution #SM-P-0314-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

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RESOLUTION
SM-P-0314-18
JOINT FUNDING AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND UNITED STATES DEPARTMENT OF THE INTERIOR - U.S. GEOLOGICAL SURVEY FOR WATER RESOURCES INVESTIGATIONS

WHEREAS, the County of DuPage (“COUNTY”) and the United States Department of the Interior Geological Survey (“USGS”) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as provided for in 5 ILCS 220/1 et seq., as authorized by Section 10, Article 7 of the 1970 Constitution of the State of Illinois; and

WHEREAS, the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act encourage and provides for public agencies to cooperate and enter into agreements for their mutual benefits; and

WHEREAS, the Illinois General Assembly has granted the County of DuPage (“COUNTY”) authority to enact and adopt stormwater plans and programs and to enter into agreements for the purposes of implementing such stormwater plans and programs (55 ILCS 5/5-1062.3 and 5/15001, et seq.; and

WHEREAS, the COUNTY needs to collect rainfall, flood discharge and elevation data to calibrate the hydrologic and hydraulic models for use in the Stormwater Management Program including watershed planning, floodplain mapping and project analysis; and

WHEREAS, the COUNTY has developed a forecasting and operation plan to maximize the flood damage reduction of existing stormwater projects on Salt Creek and the West Branch DuPage River and requires field verification, optimization, and enhancements of the computer program; and

WHEREAS, the COUNTY in association with the USGS will develop a real-time flood simulation and warning system for the East Branch DuPage River similar to the flood forecasting system that has been developed for the Salt Creek and West Branch DuPage River Watersheds; and

WHEREAS, it is in the County’s best interest to develop a procedure to disseminate, transfer, and analyze rainfall/flood forecast data and other critical stormwater information using the World Wide Web; and

WHEREAS, the COUNTY established a cooperative program for this purpose with the USGS in 1985, which program is continued annually; and
WHEREAS, the USGS, the source of cooperative funding for this undertaking, has submitted a joint funding agreement for continuation of this program. For the period of December 1, 2018 through November 30, 2019, the USGS shall contribute $247,570.00 and the COUNTY shall contribute $371,360.00; and

WHEREAS, the Stormwater Management Planning Committee of the DuPage County Board has reviewed and approved the attached agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement with USGS is hereby approved at the specified amount and the Chairman is hereby authorized and directed to execute the attached Agreement on behalf of the County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit a certified copy of the Resolution and attachment to U.S. Geological Survey, 1201 West University Avenue, Suite 100, Urbana, Illinois 61801-2347 and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Chaplin, that Action Item #17-18-1091 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

Member Zay moved, seconded by Member Chaplin, that Action Item #17-18-1092 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

Member Wiley moved, seconded by Member Puchalski, that Resolution #TE-P-0324-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
TE-P-0324-18
AWARDING RESOLUTION TO CDW-GOVERNMENT, INC.
FOR ANNUAL SPLUNK SOFTWARE MAINTENANCE
(CONTRACT TOTAL AMOUNT $25,500.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for issuance of a contract purchase order to CDW-Government, Inc., for the annual Splunk software maintenance, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said, for the annual Splunk software maintenance, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to CDW Government, Inc., 230 North Milwaukee Avenue, Vernon Hills, Illinois 60061 for a contract total amount of $25,500.00.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Chaplin, that Resolution #TE-P-0325-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
TE-P-0325-18
AWARDING RESOLUTION TO HEWLETT PACKARD ENTERPRISE COMPANY FOR HARDWARE AND SOFTWARE SUPPORT
(CONTRACT TOTAL AMOUNT $83,071.79)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for issuance of a contract purchase order to Hewlett Packard Enterprise Company, for the renewal of support for VMWare software, Insight Control software, and hardware support for Data Center switches and tape library, for Information Technology.
NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said, for the renewal of support for VMWare software, Insight Control software, and hardware support for Data Center switches and tape library, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Hewlett Packard Enterprise Company, 8000 Foothills Blvd, MS 5509, Roseville, California 95747, for a contract total amount of $83,071.79, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Chaplin, that Resolution #TE-P-0326-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
TE-P-0326-18
AWARDING RESOLUTION TO PCM-G, INC. FOR SMALL VALUE COMPUTER SOFTWARE, HARDWARE, CABLES AND SUPPLIES (CONTRACT AMOUNT: $25,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to PCM-G Inc., for small value computer software, hardware, cables, and supplies, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for small value computer software, hardware, cables, and supplies, for the period of December 1, 2018 through November 30, 2019, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to PCM-G, Inc., 19755 Sunrise Valley Drive, Suite 750 Herndon, Virginia 20171-4608, for a contract total amount of $25,000.00.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Chaplin, that Resolution #TE-P-0328-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

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RESOLUTION
TE-P-0328-18
AWARDING RESOLUTION TO CDWG, INC. FOR
SMALL VALUE COMPUTER SOFTWARE, HARDWARE,
CABLES AND SUPPLIES
(CONTRACT AMOUNT: $25,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, CDWG has been awarded several contracts based on the following bids: National Joint Powers Alliance (NJPA) #100614, TIPS-Interlocal Purchasing Systems #2062515 and the National IPA Technology Solutions #130733; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to CDWG, Inc., for small value computer software, hardware, cables, and supplies, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for small value computer software, hardware, cables, and supplies, for the period of December 1, 2018 through November 30, 2019, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to CDW Government, Inc., 230 North Milwaukee Avenue, Vernon Hills, Illinois 60061, for a contract total amount of $25,000.00.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Chaplin, that Resolution #TE-P-0329-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

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RESOLUTION
TE-P-0329-18
AWARDING RESOLUTION ISSUED TO IMAGING SYSTEMS, INC. D/B/A IDT FOR ANNUAL HYLAND SOFTWARE ASSISTANCE MAINTENANCE
(CONTRACT TOTAL AMOUNT: $46,964.20)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to Imaging Systems, Inc., D/B/A IDT, for the annual Hyland Software Assistance maintenance, for the period of November 28, 2018 through January 31, 2020, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for the annual Hyland Software Assistance maintenance, for the period of November 28, 2018 through January 31, 2020, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Imaging Systems, Inc., D/B/A IDT, 1009 West Hawthorn Drive, Itasca, Illinois, 60143, for a contract total amount of $46,964.20, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – Sole Source.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Chaplin, that Resolution #TE-P-0330-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
TE-P-0330-18
AWARDING RESOLUTION TO MHC SOFTWARE, INC. FOR ANNUAL MAINTENANCE OF THE ENTERPRISE CONTENT MANAGEMENT SYSTEM
(CONTRACT TOTAL: $49,944.60)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to MHC Software, Inc., for annual maintenance of the
Enterprise Content Management System that integrates with the ERP system for Finance and Human Resources, for the period of November 30, 2018 through November 29, 2019, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that the contract covering said, for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resources, for the period of November 30, 2018 through November 29, 2019, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order, by the Procurement Division to MHC Software, Inc., 12000 Portland Avenue South, Suite 230, Burnsville, Minnesota 55337, for a contract total amount of $49,944.60, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source. This is a proprietary system.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Elliott, that Resolution #TE-P-0331-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
TE-P-0331-18
AWARDING RESOLUTION TO INSIGHT PUBLIC SECTOR FOR SMALL VALUE COMPUTER SOFTWARE, HARDWARE, CABLES AND SUPPLIES
(CONTRACT AMOUNT: $25,000.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and US communities, the County of DuPage will contract with Insite Public Sector; and

WHEREAS, the Information Technology Committee recommends County Board approval for the issuance of a contract purchase order to Insight Public Sector, for small value computer software, hardware, cables, and supplies, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for small value computer software, hardware, cables, and supplies, for the period of December 1, 2018 through November 30, 2019, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Insight Public Sector, Inc., 6820 Harl Avenue, Tempe, Arizona 85283-4318, for a contract total amount of $25,000.00. Contract pursuant to the Intergovernmental Cooperation Act U.S. Communities contract
#4400006644 cooperative purchasing agreement pricing, in compliance with 30 ILCS 525/2 “Governmental Joint Purchasing Act”.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member DiCianni, that Resolution #DT-R-0933-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
DT-R-0933-18
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF OAK BROOK FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY (COUNTY COST UP TO $7,150.00 ANNUALLY FOR THREE YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the Village of Oak Brook for mowing along County roads and rights-of-way be attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the County Board Chairman and the County Clerk execute this agreement on behalf of the DuPage County Board; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this Resolution and agreement to the Village of Oak Brook, by and through the Division of Transportation.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.
Member Puchalski moved, seconded by Member DiCianni, that Resolution #DT-R-0934-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
DT-R-0934-18
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF HANOVER PARK FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY (COUNTY COST UP TO $16,910.00 ANNUALLY FOR THREE YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the Village of Hanover Park for mowing along County roads and rights-of-way be attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the County Board Chairman and the County Clerk execute this agreement on behalf of the DuPage County Board; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this Resolution and agreement to the Village of Hanover Park, by and through the Division of Transportation.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member DiCianni, that Resolution #DT-R-0952-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
DT-R-0952-18
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR 31ST STREET OVER I-294 BRIDGE IMPROVEMENTS
(ESTIMATED COUNTY COST $89,000.00)

WHEREAS, the Illinois State Toll Highway Authority (hereinafter “ILLINOIS TOLLWAY”), in order to take care of the existing system and relieve traffic congestion, intends to rehabilitate, reconstruct and widen the Central Tri-State Tollway (I-294) from 95th Street to Balmoral Avenue; and

WHEREAS, the scope of the project includes, but is not limited to, rehabilitation of the bridge carrying 31st Street over I-294 (hereinafter “PROJECT”) and;

WHEREAS, in association with this work, and to minimize impact to the motoring public, the County of DuPage (hereinafter “COUNTY”) has requested, and the ILLINOIS TOLLWAY agrees, to include patching of the existing concreted pavement west of the PROJECT; and

WHEREAS, the estimated financial participation of the COUNTY for construction of the PROJECT is $89,000.00; and

WHEREAS, the 1970 Illinois Constitution, Article VII, Paragraph 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. authorizes the COUNTY and the ILLINOIS TOLLWAY to cooperate in the performance of their responsibilities by contracts and agreements; and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines the scope of work, cost and future maintenance responsibilities related to the PROJECT; and

WHEREAS, the Intergovernmental Agreement must be executed.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the Chairman and Clerk of said Board are hereby directed and authorized to execute the attached Intergovernmental Agreement with the ILLINOIS TOLLWAY; and

BE IT FURTHER RESOLVED that two (2) original copies of this Resolution and Intergovernmental Agreement be sent to the ILLINOIS TOLLWAY by and through the Division of Transportation.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.
Member Puchalski moved, seconded by Member DiCianni, that Resolution #DT-R-0953-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
DT-R-0953-18
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF DU PAGE AND THE CITY OF DARIEN
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $41,060.00 ANNUALLY FOR THREE YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the City of Darien for mowing along County roads and rights-of-way be attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the County Board Chairman and the County Clerk execute this agreement on behalf of the DuPage County Board; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this Resolution and agreement to the City of Darien, by and through the Division of Transportation.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member DiCianni, that Resolution #DT-R-0954-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
DT-R-0954-18
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF DU PAGE AND THE NAPERVILLE ROAD DISTRICT
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $130,340.00 ANNUALLY FOR THREE YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an
Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and
rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the
Intergovernmental Agreement between the County of DuPage and the Naperville Road District
for mowing along County roads and rights-of-way be attached hereto and made a part of this
Resolution; and

BE IT FURTHER RESOLVED that the County Board Chairman and the County Clerk
execute this agreement on behalf of the DuPage County Board; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this
Resolution and agreement to the Naperville Road District, by and through the Division of
Transportation.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Zay, that Resolution #DT-P-0309-18 be
approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore,
Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
DT-P-0309-18
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND H.W. LOCHNER, INC.
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
SECTION 11-00302-04-CH
(CONTRACT TOTAL NOT TO EXCEED $860,489.66;
COUNTY TO BE REIMBURSED UP TO $356,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its power set forth in “Counties Code” (55 ILCS 5/1-1001 et seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et. seq.) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Construction Engineering Services for improvements along CH 35/55th Street, from Dunham Road to Clarendon Hills Road, Section 11-00302-04-CH; and

WHEREAS, H.W. Lochner, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Construction Engineering Services, and is willing to perform the required services for an amount not to exceed $860,489.66; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the COUNTY and CONSULTANT be hereby accepted and approved for a contract total not to exceed $860,489.66 and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to H.W. Lochner, Inc., 1101 Warrenville Road, Suite 20, Lisle, Illinois 60532, by and through the Division of Transportation.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Chaplin, that Resolution #DT-P-0310-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff,
Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

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RESOLUTION
DT-P-0310-18
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND DB STERLIN CONSULTANTS, INC.
PROFESSIONAL STRUCTURAL ENGINEERING SERVICES UPON REQUEST FOR THE DIVISION OF TRANSPORTATION SECTION 18-STENG-02-EG (CONTRACT TOTAL NOT TO EXCEED $350,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its power set forth in “Counties Code” (55 ILCS 5/1-1001 et seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et seq.) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Structural Engineering Services upon request for the division of transportation, Section 18-STENG-02-EG; and

WHEREAS, DB Sterlin Consultants, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Structural Engineering Services, and is willing to perform the required services for an amount not to exceed $350,000.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and DB Sterlin Consultants, Inc. be hereby accepted and approved for a contract total not to exceed $350,000.00 and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to DB Sterlin Consultants, Inc., 123 North Wacker Drive, Suite 2000, Chicago, Illinois 60606, by and through the Division of Transportation.
Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.


RESOLUTION
DT-R-0182A-18
AMENDMENT TO RESOLUTION DT-R-0182-18
ISSUED TO MARTAM CONSTRUCTION, INC.
2018 RETAINING WALL REPAIR PROGRAM
SECTION 18-RETWL-01-MS
(DECREASE $70,249.30 AND CLOSE; 12.03%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0182-18 on May 22, 2018; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0182-18 to Martam Construction, Inc. for the 2018 Retaining Wall Repair Program, Section 18-RETWL-01-MS; and

WHEREAS, the current contract total amount is $583,888.50; and

WHEREAS, Martam Construction, Inc. has completed all obligations under the contract, and there are allocated and unexpended funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the contract, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of $70,249.30, resulting in a final County cost of $513,639.20, a decrease of 12.03%.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Chaplin, that Resolution #DT-R-0621B-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni,
Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.

RESOLUTION
DT-R-0621B-18
AMENDMENT TO RESOLUTION DT-R-0621A-16
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
ILLINOIS ROUTE 59 AND CH 29/STEARNES ROAD
SECTION 15-00285-00-CH/TL

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0621A-16 on October 23, 2018 and DT-R-0621-16 on September 27, 2016; and

WHEREAS, subsequent to the approval of Resolution DT-P-0621A-16, the Illinois Department of Transportation (hereinafter referred to as IDOT) has provided a revised Intergovernmental Agreement (hereinafter referred to as AMENDMENT) to the County of DuPage (hereinafter referred to as COUNTY); and

WHEREAS, the AMENDMENT has been prepared and attached hereto, which outlines the responsibilities of the parties related to engineering, construction, maintenance and financing of the project, including the additional patching quantities; and

WHEREAS, said AMENDMENT must be executed and returned to IDOT.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Chairman and Clerk of the Board be hereby directed and authorized to execute the referenced AMENDMENT with IDOT; and

BE IT FURTHER RESOLVED, that two (2) duplicate original copies of this Resolution and AMENDMENT be sent to IDOT, by and through the DuPage County Division of Transportation.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Zay, that Resolution #DT-P-0146A-17 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
WHEREAS, the DuPage County Board has heretofore approved and adopted Resolution DT-P-0146-15 on May 9, 2017, awarding a contract to AT&T; and

WHEREAS, Contract 2556 SERV was awarded to AT&T for telecommunication services to monitor analog business lines connected to modems for traffic signals; and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation, is $45,000.00; and

WHEREAS, a contract increase is necessary to reflect AT&T’s current rate structure and to ensure continued service to the modems for traffic signals through the remainder of this two-year contract; and

WHEREAS, the Division of Transportation Committee recommends a change order to increase the contract in the amount of $22,500.00.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-P-0146-17, issued to AT&T, to increase the contract in the amount of $22,500.00, resulting in an amended contract total amount of $67,500.00, an increase of 50.00%.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Chaplin, that Resolution #DT-P-0260A-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Gavanes, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Motion carried.
RESOLUTION
DT-P-0260A-18
AMENDMENT TO RESOLUTION DT-P-0260-18 ISSUED TO
FASTENAL COMPANY TO FURNISH AND DELIVER
WEATHERHEAD HYDRAULIC FITTINGS, HOSES
AND CONNECTORS AS NEEDED
FOR THE DIVISION OF TRANSPORTATION

WHEREAS, the DuPage County Board has heretofore approved and adopted Resolution
DT-P-0260-18 on October 23, 2018 awarding a contract to Fastenal Company, to furnish and
deliver Weatherhead Hydraulic Fittings, Hoses and Connectors, as needed for the Division of
Transportation; and

WHEREAS, subsequent to the approval of Resolution DT-P-0260-18, the County of
DuPage (hereinafter “COUNTY”) received a lease agreement (hereinafter “LEASE”) from
Fastenal Company for a lease of $1.00 per year for equipment necessary to properly attach hoses,
 fittings and connectors; and

WHEREAS, due to various deadlines, it is in the best interest of the COUNTY to
authorize the Director of Transportation/County Engineer, to execute the above-referenced
LEASE on the COUNTY’s behalf.

NOW THEREFORE BE IT RESOLVED, the County Board finds it is appropriate to
authorize the Director of Transportation/County Engineer with the authority to execute the
above-referenced LEASE on behalf of the County Board; and

BE IT FURTHER RESOLVED that the Director of Transportation/County Engineer has
the authority to execute the above-referenced lease; and

BE IT FURTHER RESOLVED that the DuPage County Board adopt this Amendment to
Resolution DT-P-0260-18, issued to Fastenal Company.

Enacted and approved this 27th day of November, 2018, at Wheaton, Illinois.

Pursuant to PA99-0646, Pension Obligation Projections Required by the Local
Government Wage Increase Transparency Act, Chairman Cronin declared the Pension
Obligation Projections open for discussion.
Under Unfinished Business, Member Grasso stated that Public Comment is a right, but what is spoken isn’t always right.

Member Noonan thanked all outgoing Board Members and asked that they stay involved. He will miss working with them, but will stay in touch.

Member Larsen stated that it was a pleasure working with all outgoing members. He is proud to call them his friends.

Member Wiley said that his campaign didn’t work out the way he wanted, but he appreciates all the good wishes.

Member Zay thanked all outgoing members. The time required for this job takes you away from your family. He thanked the families for all their sacrifices.

Member Healy thanked the outgoing members for their friendship. He enjoyed serving with his seat mates.

Under New Business, Member Larsen thanked Paul Hinds for his service.

Member Puchalski also thanked Mr. Hinds for his dedication to the County.

Member Grant stated that she always enjoyed seeing Mr. Hinds’ pictures of the 50 State capitals in his office.

Member Elliott moved, seconded by Member Puchalski, that this meeting of the County Board of DuPage County be adjourned to Tuesday, December 11, 2018 at 10:00 A.M. On voice vote, motion carried.

_____________________________
Paul Hinds, County Clerk

208
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**Payment Count: 7**

**Payment Date Range: 11/27/18 thru 11/27/18**

**Payment Currency: USD**

**Cash Code: 1414**

**Bank: 071923909**

**Payment Group: 1000 GENERAL FUND PAY GROUP**

**Bank Account Payment History**

**AP255 Date: 11/27/18**

**Time: 11:16**

**Vendor Invoice**

**Auth PL**

**Due Date**

**Dsc Date**

**Scheduled Amount**

**Discount Amount**

**Net Payment Amo**

**Payment Count**

**Payment Code: ACH**

**Payment Group: 1000 GENERAL FUND PAY GROUP**

**Payment Date Range: 11/27/18 thru 11/27/18**

**Payment Currency: USD**

**Vendor Invoice**

**Auth PL**

**Due Date**

**Dsc Date**

**Scheduled Amount**

**Discount Amount**

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| 1077717      | Payment Date 11/27/18 | 12104        | IX 100 | 10/26/18 |           | 30.00            | 0.00           | 30.00       |      
| 12104        | 926844  | IX 100 | 11/04/18 |          | 30.00      | 0.00           | 30.00         | 30.00       |      
| 12104        | 934286  | IX 100 | 11/04/18 |          | 30.00      | 0.00           | 30.00         | 30.00       |      
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| 1077718      | Payment Date 11/27/18 | 26550        | IX 100 | 11/30/18 |           | 40.00            | 0.00           | 40.00       |      
| 11823        | HSGP18-NEH-2 | IX 100 | 12/02/18 |          | 1,878.00  | 0.00           | 1,878.00      | 1,878.00    |      
| 1077720      | Payment Date 11/27/18 | 28996        | IX 100 | 10/12/18 |           | 339.82           | 0.00           | 339.82      |      
|              | **Payment Total** | **339.82** | **IX 100** | 11/25/18 | **64.96**   | **0.00**        | **64.96**     |   
| 1077721      | Payment Date 11/27/18 | 10313        | IX 100 | 11/11/18 |           | 56.87            | 0.00           | 56.87       |      
| 10979        | R16403630101 | IX 100 | 10/24/18 |          | 81.50      | 0.00           | 81.50         | 81.50       |      
| 10048        | 1009962612 | IX 100 | 11/29/18 |          | 170.55     | 0.00           | 170.55        | 170.55      |      
| 1077725      | Payment Date 11/27/18 | 14308        | IX 100 | 11/21/18 |           | 2,855.98         | 0.00          | 2,855.98    |      
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| 14308        | 93084    | IX 100 | 11/21/18 |          | 2,713.54  | 0.00           | 2,713.54      | 2,713.54    |      
| 14308        | 93085    | IX 100 | 11/21/18 |          | 2,713.54  | 0.00           | 2,713.54      | 2,713.54    |      
| 14308        | 93086    | IX 100 | 11/21/18 |          | 2,713.54  | 0.00           | 2,713.54      | 2,713.54    |      
| 14308        | 93087    | IX 100 | 11/21/18 |          | 2,713.54  | 0.00           | 2,713.54      | 2,713.54    |      
| 14308        | 93088    | IX 100 | 11/21/18 |          | 2,713.54  | 0.00           | 2,713.54      | 2,713.54    |      
|              | **Payment Total** | **2,855.98** | **IX 100** | 11/27/18 | **2,713.54** | **0.00**       | **2,713.54** |   

**Attachment:** 11-27-18 - Paylist (18-19-26 : 11/27/18 Paylist)
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Status: Issued

Vendor: AMBER LEAF ANIMAL HOSPITAL
Status: Issued

Vendor: MIDWEST VETERINARY PARTNERS
Status: Issued

Vendor: CITY OF WHEATON
Status: Issued

Vendor: COOPER, LAURIE
Status: Issued

Vendor: DOGRA, CHANDER
Status: Issued

Vendor: GRIGOLETTI, JOSEPH
Status: Issued

Vendor: MADERAZO, RACHELLE
Status: Issued

Vendor: OFFICE DEPOT
Status: Issued

Vendor: RAY O’HERRON CO INC
Status: Issued
### Bank Account Payment History

**AP255 Date 11/27/18**

**Time 11:17**

**Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD**

**Bank Account Payment History**

**Payment Date Range 11/27/18 thru 11/27/18**

**Payment Currency USD**

**Cash Code 1414**

**Bank 071923909**

**Payment Code CHK**

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**Packet Pg. 154**
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Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200  Class C Accounts Payable
Cash Code: 1414

Payment Date: 11/27/18 - 11/27/18
Payment Numbers: -
Payment Code:
### Bank Account Payment History

**AP255 Date 11/27/18**  
**Time 11:18**  
**Pay Group** 1200 HEALTH AND WELFARE PAY GROUP **USD**  
**Bank Account Payment History**

**Cash Code** 1414  
**Bank** 071923909

**Payment Code** ACH

**Payment Date Range** 11/27/18 thru 11/27/18  
**Payment Currency** USD

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- Payment Code CHK: 28,794.91
- Cash Code 1414: 29,135.91
- Pay Group 1200 USD: 29,135.91
Pay Group: 1300
Cash Code: 1414
Class C Accounts Payable

Payment Date: 112718 - 112718
Payment Numbers:
Payment Code:
### Bank Account Payment History

**AP255 Date 11/27/18**

**Time 11:18**

**Cash Code 1414**

**Bank 071923909**

**Payment Code CHK**

**Payment Date Range 11/27/18 thru 11/27/18**

**Payment Currency USD**

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<th>Dsc Date</th>
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**Payment Number 1077758 Payment Date 11/27/18**

**Status Issued 142.99**

### 7.D.a

**Packet Pg. 160**

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400  Cash Code: 1414  Class C Accounts Payable

Payment Date: 112718 - 112718
Payment Numbers: -
Payment Code: -
### Bank Account Payment History

**AP255 Date 11/27/18**  
**Time 11:18**

**Bank Account Payment History**

**Cash Code 1414  
Bank 071923909**

**Payment Code ACH**

**Payment Date Range 11/27/18 thru 11/27/18**  
**Payment Currency USD**

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**Payment Count** 2

**Packet Pg. 162**  
## Bank Account Payment History

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- Payment Code CHK Total: 1,425.83
- Payment Count: 5
- Cash Code 1414 Total: 24,746.27
- Payment Count: 7
- Pay Group 1400 USD Total: 24,746.27
- Payment Count: 7
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500  Class C Accounts Payable
Cash Code: 1414

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Payment Numbers: -
Payment Code: -
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**Packet Pg. 165**
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 8

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Payment Date: 112718 - 112718
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## Bank Account Payment History

### Pay Group 2000 PUBLIC WORKS PAY GROUP USD

### Payment Date Range
11/27/18 thru 11/27/18

### Payment Currency
USD

### Vendor Invoice Voucher Auth PL Due Date Dsc Date Scheduled Amount Discount Amount Net Payment Amo

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Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 9

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Payment Date: 11/27/18 - 11/27/18
Payment Numbers: -
Payment Code: -
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**Payment Code: ACH Total**

- Payment Count: 4
- Net Payment Amo: 5,702.33

Packet Pg. 170
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**Payment Code CK**
- Total Payment Count: 5
- Total Payment: 26,763.13

**Cash Code 1414**
- Total Payment Count: 9
- Total Payment: 32,465.46

**Pay Group 5000 USD**
- Total Payment Count: 9
- Total Payment: 32,465.46
Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 1

Pay Group: 1000
Cash Code: 1414
Class C Accounts Payable

Payment Date: 113018 - 113018
Payment Numbers: -
Payment Code: 7.E.a
## Bank Account Payment History

**AP255** Date 11/30/18  
**Time** 13:32  
**Bank Account Payment History**

**Cash Code** 1414  
**Bank** 071923909  
**Payment Code** ACH  
**Payment Date Range** 11/30/18 thru 11/30/18  
**Payment Currency** USD

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**Time 13:32**  
**Pay Group 1000 GENERAL FUND PAY GROUP**  
**USD**  
**Payment Account History**

**Cash Code 1414**  
**Bank 071923909**  
**Payment Date Range 11/30/18 thru 11/30/18**  
**Payment Currency USD**

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**Packet Pg. 177**

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- **Time**: 13:32
- **Pay Group**: 1000 GENERAL FUND PAY GROUP
- **USD**
- **Payment Date Range**: 11/30/18 thru 11/30/18
- **Payment Currency**: USD
- **Bank Account**: 071923909

#### Payment Information
- **Cash Code**: 1414
- **Bank Account Payment History**
- **Vendor**
- **Invoice**
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- **Auth PL**
- **Due Date**
- **Dsc Date**
- **Scheduled Amount**
- **Discount Amount**
- **Net Payment Amount**

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**Payment Count**: 66

**Cash Code 1414 Total**: 159,984.87

**Payment Count**: 70

**Pay Group 1000 USD Total**: 159,984.87

**Payment Count**: 70
Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 2

Pay Group: 1100
Cash Code: 1414

Class C Accounts Payable

Payment Date: 113018 - 113018
Payment Numbers: - 
Payment Code: 7.E.a
### Bank Account Payment History

**AP255 Date:** 11/30/18  
**Time:** 13:33

**Pay Group:** 1100 GENERAL GOVERNMENT PAY GROUP  
**Payment Date Range:** 11/30/18 thru 11/30/18  
**Payment Currency:** USD

**Cash Code:** 1414  
**Bank:** 071923909  
**Payment Code:** ACH

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**AP255 Date 11/30/18**
**Time 13:33**

**Pay Group** 1100 GENERAL GOVERNMENT PAY GROUP  **USD**

**Bank Account Payment History**

**Payment Date Range** 11/30/18 thru 11/30/18

**Cash Code** 1414  **Bank** 071923909

**Payment Code** CHK

**Payment Currency** USD

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**Time 13:34**

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Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200
Cash Code: 1414        Class C Accounts Payable

Payment Date: 113018 - 113018
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**Time 13:34**  
**Cash Code** 1414  
**Bank** 071923909  
**Payment Date Range** 11/30/18 thru 11/30/18  
**Payment Currency** USD

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**Payment Count** 14  
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Bank Account Payment History

AP255 Date: 11/30/18
Time: 13:34

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 4

Pay Group: 1300
Cash Code: 1414

Class C Accounts Payable

Payment Date: 113018 - 113018
Payment Numbers: -

Payment Code: 7.E.a
## Bank Account Payment History

AP255 Date 11/30/18
Time 13:34

**Pay Group**: 1300 PUBLIC SAFETY PAY GROUP

**USD**

**Bank Account Payment History**

**Payment Date Range**: 11/30/18 thru 11/30/18

**Bank**: 071923909

**Cash Code**: 1414

**Bank Account Payment History**

**Payment Code**: ACH

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**Cash Code 1414 Total**: 3,016.36

**Pay Group 1300 USD Total**: 3,016.36
Bank Account Payment History

AP255 Date: 11/30/18           JOB SUBMISSION PARAMETERS
Time: 13:35

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400  
Cash Code: 1414  
Class C Accounts Payable

Payment Date: 113018 - 113018
Payment Numbers: -
Payment Code:
## Bank Account Payment History

**AP255 Date 11/30/18**

**Time 13:35**

**Cash Code 1414**

**Bank 071923909**

**Payment Date Range 11/30/18 thru 11/30/18**

**Payment Code CHK**

**Payment Currency USD**

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**Cash Code 1414 Total** 94,455.00

**Pay Group 1400 USD Total** 94,455.00
Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414        Class C Accounts Payable

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Payment Numbers: -
Payment Code: 7.E.a
Bank Account Payment History

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Payment Currency USD

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**Payment Count**: 68

**Cash Code 1414 Total**: 220,376.05
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**Pay Group 1500 USD Total**: 220,376.05
**Payment Count**: 69
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Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600
Cash Code: 1414
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Payment Date: 113018 - 113018
Payment Numbers: -
Payment Code:
Bank Account Payment History

**Payment Date Range:** 11/30/18 thru 11/30/18

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**AP255 Date 11/30/18**  
**Time 13:37**  
**Bank Account Payment History**  
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**Payment Date Range 11/30/18 thru 11/30/18**  
**Payment Currency USD**  
**Cash Code 1414**  
**Bank 071923909**

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Payment Date: 113018 - 113018
Payment Numbers: -
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**Time 13:37**

**Cash Code 1414**

**Bank 071923909**

**Payment Date Range 11/30/18 thru 11/30/18**

**Payment Code ACH**

**Payment Currency USD**

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### Bank Account Payment History

**AP255 Date 11/30/18**

**Cash Code 1414**  
**Bank 071923909**

**Payment Date Range 11/30/18 thru 11/30/18**

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Time: 13:38

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Job Name: PMTHISTORY
Step Nbr: 9

Pay Group: 5000
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Class C Accounts Payable

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- EVANS, CHRISTINE: 42.00
- HOPE FAIR HOUSING CENTER: 16,773.28
- OUTREACH COMMUNITY SERVICES: 17,230.08
- SANCHEZ, OLIVIA: 75.32
- SCARPACE, REGINA: 106.60
- SIMMONS, IMANI: 591.73
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**Total Payment Count**

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**Total Cash Code 1414**

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**Total Payment Count**

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**Total Pay Group 5000 USD**

175,473.72

**Total Payment Count**

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**Job Name:** PMTHISTORY  
**Step Nbr:** 10

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**Time 13:39**

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**Bank 071923909**  
**Payment Code CHK**

**Payment Date Range 11/30/18 thru 11/30/18**  
**Payment Currency USD**

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**Payment Count**  
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CLEAR LOSS PREVENTION INC

**Status**  
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Issued  
Issued

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**Attachment:** 11-30-18 - Paylist (18-19-27 : 11/30/2018 Paylist)
**Bank Account Payment History**

**User Name:** DP\ERP.FNMAW  
**Job Name:** PMTHISTORY  
**Step Nbr:** 1  

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**AP255** Date 12/04/18  
**Time** 13:36

**Payment Group** 1000 GENERAL FUND PAY GROUP  
**USD**

**Cash Code** 1414  
**Bank** 071923909

**Payment Code** CHK  
**Bank Account Payment History**

**Payment Date Range** 12/04/18 thru 12/04/18  
**Payment Currency** USD

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**Payment Total** 38,349.85  
**Payment Code CHK** Total 134,361.69  
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13861 794284 110118 IX 100 12/01/18  
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11812 640508 IX 100 08/30/18  
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10068 4074287-0 IX 100 11/21/18  
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**Payment Total** 1,878.00 |

*** Payment Total ***

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*** Pay Group 1000 USD Total ***  
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**Attachment:** 12-04-18 - Paylist (18-19-28 : 12/04/2018 Paylist)
Bank Account Payment History

AP255 Date: 12/04/18           JOB SUBMISSION PARAMETERS
Time: 13:36
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 2

Pay Group: 1100
Cash Code: 1414        Class C Accounts Payable
Payment Date: 120418 - 120418
Payment Numbers: -
Payment Code: 7.F.a
### Bank Account Payment History

**AP255 Date 12/04/18**  
**Time 13:36**  
**Pay Group 1100 GENERAL GOVERNMENT PAY GROUP**  
**USD**  

**Payment Date Range** 12/04/18 thru 12/04/18  
**Bank Account Payment History**  
**Cash Code 1414**  
**Bank 071923909**  
**Payment Code ACH**  

**Payment Date Range** 12/04/18 thru 12/04/18  
**Payment Currency USD**  
**Payment Code ACH**  

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**Time 13:36**  
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**Payment Date Range 12/04/18 thru 12/04/18**  
**Payment Currency USD**  

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**Time 13:36**

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AP255 Date: 12/04/18           JOB SUBMISSION PARAMETERS
Time: 13:37

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 3

- Pay Group: 1200
- Cash Code: 1414
- Class C Accounts Payable
- Payment Date: 120418 - 120418
- Payment Numbers: -
- Payment Code: -
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**Vendor:** 10074  CITY OF WHEATON  Status: Issued

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**Vendor:** 10751  GLANTZ-RICHMAN REHAB ASSOC LTD  Status: Issued

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**Cash Code 1414 Total**: 29,222.75  Payment Count: 10

**Pay Group 1200 USD Total**: 29,222.75  Payment Count: 10
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 4

Pay Group: 1300        Class C Accounts Payable
Cash Code: 1414

Payment Date: 120418 - 120418
Payment Numbers: -
Payment Code: -
## Bank Account Payment History

**AP255 Date 12/04/18**  
**Pay Group 1300 PUBLIC SAFETY PAY GROUP**  
**USD**  
**Bank 071923909**  
**Cash Code 1414**  
**Payment Code ACH**  

**Payment Date Range** 12/04/18 thru 12/04/18  
**Payment Currency** USD

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**AP255 Date 12/04/18**  
**Time 13:37**  
**Pay Group 1300 PUBLIC SAFETY PAY GROUP USD**  
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**Payment Date Range 12/04/18 thru 12/04/18**  
**Cash Code 1414**  
**Bank 071923909**  
**Payment Code CHK**  

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**Cash Code 1414 Total**  
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- Payment Count: 3

**Pay Group 1300 USD Total**  
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Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 5

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**Payment Count** 12
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414
Class C Accounts Payable
Payment Date: 120418 - 120418
Payment Numbers: -
Payment Code: 7.F.a
**Bank Account Payment History**

**AP255** Date 12/04/18
**Time 13:38**

**Cash Code 1414** Bank 071923909

**Payment Date Range** 12/04/18 thru 12/04/18

**Payment Currency** USD

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**GRIMCO INC**
**INTERSTATE BILLING SVC INC**
**NAPA AUTO PARTS**
**REDWING BUSINESS ADVANTAGE**
**TRI-ANGLE FABRICATION & BODY**
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Job Name: PMTHISTORY
Step Nbr: 7

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Cash Code: 1414        Class C Accounts Payable

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**USD**  
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**Bank:** 071923909  
**Payment Date Range:** 12/04/18 thru 12/04/18  
**Payment Currency:** USD  

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Job Name: PMTHISTORY
Step Nbr: 8

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**Payment Count**: 14
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Job Name: PMTHISTORY
Step Nbr: 9

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**Total Payment Count: 17**

**Total Cash Code 1414: 107,324.96**

**Total Pay Group 5000 USD: 107,324.96**

**Total Payment Count: 23**
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**Job Name:** PMTHISTORY  
**Step Nbr:** 1

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**AP255 Date 12/07/18**

**Payment Date Range 12/07/18 thru 12/07/18**

**Cash Code 1414**

**Bank 071923909**

**Payment Code ACH**

**Payment Currency USD**

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**Payment Code ACH Total**

**Payment Count 14**

**Packet Pg. 269**

**Attachment: 12-07-18 - Paylist (18-19-36 : 12/7/18 Paylist)**
## Bank Account Payment History

**AP255** Date 12/07/18  
Time 12:40  
**Bank Account Payment History**

**Cash Code** 1414  
**Bank** 071923909  
**Payment Code** CHK  
**Payment Date Range** 12/07/18 thru 12/07/18  
**Payment Currency** USD

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- **1078331**: ALLIED UNIVERSAL SECURITY  
- **10445**: ANDERSON LOCK  
- **11309**: APPLIED INDUSTRIAL  
- **12071**: ATLAS COPCO COMPRESSORS LLC  
- **29579**: AUSTIN, SUZANNE  
- **30234**: BAYVIEW LOAN SERVICING LLC  
- **13808**: BY YOUR SIDE HOME CARE  
- **10812**: CALIENDO'S RESTAURANT  
- **10237**: CARLSON PAINT, GLASS AND ART
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Job Name: PMTHISTORY
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**Time 12:43**

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**Bank** 071923909

**Payment Code** CHK

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**Auth PL**  
**Due Date**  
**Dsc Date**  
**Scheduled Amount**  
**Discount Amount**  
**Net Payment Amo**

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**Payment Count** 30

**Cash Code 1414 Total** 980,419.45  
**Payment Count** 30

**Pay Group 1100 USD Total** 980,419.45  
**Payment Count** 30
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Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200  Class C Accounts Payable
Cash Code: 1414

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**Time** 12:44  
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### Bank Account Payment History

**AP255 Date 12/07/18**  
**Time 12:44**  
**Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD**  
**Bank Account Payment History**  
**Payment Date Range** 12/07/18 thru 12/07/18  
**Payment Currency USD**  
**Cash Code 1414 Bank 071923909**  
**Payment Code CHK**

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Attachment: 12-07-18 - Paylist (18-19-36 : 12/7/18 Paylist)
### Bank Account Payment History

**AP255 Date:** 12/07/18  
**Time:** 12:46

**User Name:** DP\ERP.FNCYW  
**Job Name:** PMTHISTORY  
**Step Nbr:** 4

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**Attachment:** 12-07-18 - Paylist (18-19-36 : 12/7/18 Paylist)
### Bank Account Payment History

**AP255 Date 12/07/18**  
**Time 12:46**  
**Pay Group 1300 PUBLIC SAFETY PAY GROUP**  
**USD**  
**Bank Account Payment History**

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**Cash Code** 1414  
**Bank** 071923909  
**Payment Code** CHK

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**Due Date**  
**Dsc Date**  
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**Net Payment Amo**

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| **Cash Code 1414 Total** | 735.36 |
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| **Pay Group 1300 USD Total** | 735.36 |
| **Payment Count** | 3 |

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Attachment: 12-07-18 - Paylist (18-19-36 : 12/7/18 Paylist)
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400  Class C Accounts Payable
Cash Code: 1414

Payment Date: 120718 - 120718
Payment Numbers: -
Payment Code: -
## Bank Account Payment History

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**Packet Pg. 295**

Attachment: 12-07-18 - Paylist (18-19-36 : 12/7/18 Paylist)
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**AP255 Date 12/07/18**  
**Time 12:48**  
**Pay Group 1400 JUDICIAL PAY GROUP**  
**USD**

**Bank Account Payment History**

- **Payment Date Range**: 12/07/18 thru 12/07/18  
- **Payment Currency**: USD

**Cash Code**: 1414  
**Bank**: 071923909  
**Payment Code**: CHK

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Attachment: 12-07-18 - Paylist (18-19-36 : 12/7/18 Paylist)
### Bank Account Payment History

**User Name:** DP\ERP.FNCYW  
**Job Name:** PMTHISTORY  
**Step Nbr:** 6

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**Payment Numbers:** -  
**Payment Code:** -
Bank Account Payment History

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Payment Count
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## Bank Account Payment History

**AP255 Date 12/07/18**  
**Time 12:50**  
**Payment Group 1500 HWY STREETS & BRIDGES PAY GRP USD**  
**Bank Account Payment History**  
**Payment Date Range 12/07/18 thru 12/07/18**  
**Payment Currency USD**

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Time: 12:54

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Job Name: PMTHISTORY
Step Nbr: 8

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Payment Numbers: -
Payment Code: -
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**Time 12:54**  
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**Bank 071923909**  
**Payment Code CHK**  
**Payment Date Range 12/07/18 thru 12/07/18**  
**Payment Currency USD**

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**Attachment:** 12-07-18 - Paylist (18-19-36 : 12/7/18 Paylist)
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Step Nbr: 10

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**Payment Code ACH Total**

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### Bank Account Payment History

**AP255 Date 12/07/18**  
**Cash Code 1414**  
**Payment Code CHK**  
**Bank 071923909**  
**Payment Date Range 12/07/18 thru 12/07/18**  
**Payment Currency USD**  

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**Packet Pg. 314**  
**Attachment: 12-07-18 - Paylist (18-19-36 : 12/7/18 Paylist)**
User Name: DP\ERP.FNCYW  
Job Name: AP255-1100  
Step Nbr: 1

Pay Group: 1100  
Cash Code: 3910  
Class C Account

Payment Date: 120518 - 120518  
Payment Numbers: 120318 - 120318  
Payment Code: WTF  Wire Transfer
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**Payment Code WTF Total**

Payment Count: 1

**Cash Code 3910 Total**

Payment Count: 1

**Pay Group 1100 USD Total**

Payment Count: 1
User Name: DP\ERP.FNMAW
Job Name: AP255-1200
Step Nbr: 1

Pay Group: 1200
Cash Code: 3910

Payment Date: 120618 - 120618
Payment Numbers: -
Payment Code: WTF
Class C Account
Wire Transfer
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**Payment Total**: 6,066.00
**Payment Count**: 1

**Cash Code 3910 Total**: 6,066.00
**Payment Count**: 1

**Pay Group 1200 USD Total**: 6,066.00
**Payment Count**: 1
MONTHLY REPORT of INVESTMENTS and DEPOSITS

November 2018

Report disclosing the investments and deposits of county moneys as of the first business day of November, 2018, published pursuant to the provisions of Illinois Compiled Statutes, Chapter 55, Section 5/3 - 11007. In accordance with the terms of the aforementioned statute, a copy of this report is transmitted to the County Board Chairman.

Gwen Henry
DUPAGE COUNTY TREASURER
DUPAGE COUNTY TREASURER
INVESTMENT AND DEMAND DEPOSIT REPORT AS OF 10/31/2018

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Description</th>
<th>Balance 10/31/2018</th>
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Class C / General Fund Accounts

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**DUPAGE COUNTY TREASURER**
**INVESTMENT AND DEMAND DEPOSIT REPORT AS OF 10/31/2018**

<table>
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<tr>
<th>Bank Name</th>
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**TOTAL DEMAND BALANCES**

137,968,952.37

**TOTAL INVESTMENT BALANCES (1)**

147,659,618.99

**TOTAL DEMAND AND INVESTMENT BALANCES**

285,628,571.36

(1) See Page 3 for details.
# DUPAGE COUNTY TREASURER
## INVESTMENT DETAIL REPORT AS OF 10/31/2018

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<td>6,500,000.00</td>
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<tr>
<td>Health Department Investment Pool</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MB Financial</td>
<td>Term DDA</td>
<td>0.850</td>
<td>2/2/2019</td>
<td>6,042,878.17</td>
</tr>
<tr>
<td>MB Financial</td>
<td>Term DDA</td>
<td>1.200</td>
<td>2/2/2019</td>
<td>9,062,784.83</td>
</tr>
<tr>
<td>MB Financial</td>
<td>Term DDA</td>
<td>1.700</td>
<td>2/2/2019</td>
<td>6,018,740.14</td>
</tr>
<tr>
<td>MB Financial</td>
<td>CD</td>
<td>2.000</td>
<td>2/2/2019</td>
<td>5,000,000.00</td>
</tr>
<tr>
<td>Total ETSB Investment Pool</td>
<td></td>
<td></td>
<td></td>
<td>26,624,403.14</td>
</tr>
<tr>
<td>ETSB Investment Pool</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>William Blair/ First Midwest Bank</td>
<td>Managed Asset Account</td>
<td>10,246,784.58</td>
<td>10,246,784.58</td>
<td></td>
</tr>
<tr>
<td>Total ETSB Investment Pool</td>
<td></td>
<td></td>
<td></td>
<td>10,246,784.58</td>
</tr>
<tr>
<td>Public Works Investment Pool</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BMO/Harris Bank</td>
<td>CD</td>
<td>2.750</td>
<td>10/31/2019</td>
<td>2,000,000.00</td>
</tr>
<tr>
<td>Total ETSB Investment Pool</td>
<td></td>
<td></td>
<td></td>
<td>2,000,000.00</td>
</tr>
<tr>
<td>Total Investment Pools</td>
<td></td>
<td></td>
<td></td>
<td>147,659,618.99</td>
</tr>
<tr>
<td>Department</td>
<td>Vendor</td>
<td>PO #</td>
<td>Amount</td>
<td>Action</td>
</tr>
<tr>
<td>--------------------</td>
<td>---------------------------------------</td>
<td>---------</td>
<td>------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Building &amp; Zoning</td>
<td>TPI Building Code Consultants</td>
<td>2996 SERV</td>
<td>Revised Exhibit</td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td>CDWG</td>
<td>2700 SERV</td>
<td>(13,600.54)</td>
<td>Decrease &amp; Close</td>
</tr>
<tr>
<td>Transportation</td>
<td>H.W. Lochner, Inc.</td>
<td>2593 SERV</td>
<td>(63,086.83)</td>
<td>Decrease &amp; Close</td>
</tr>
<tr>
<td>Public Works</td>
<td>CDWG</td>
<td>2677 SERV</td>
<td>(13,859.58)</td>
<td>Decrease &amp; Close</td>
</tr>
<tr>
<td>Public Works</td>
<td>Fairbanks Morse Engine</td>
<td>922 SERV</td>
<td>(120,494.57)</td>
<td>Decrease &amp; Close</td>
</tr>
<tr>
<td>Public Works</td>
<td>MSC Industrial Supply</td>
<td>2439 SERV</td>
<td>(16,369.41)</td>
<td>Decrease &amp; Close</td>
</tr>
<tr>
<td>Stormwater</td>
<td>Rausch Infrastructure LLC</td>
<td>2372 SERV</td>
<td>Revised Exhibit</td>
<td></td>
</tr>
<tr>
<td>Stormwater</td>
<td>KLF Enterprises, Inc.</td>
<td>2054 SERV</td>
<td>(16,500.00)</td>
<td>Decrease &amp; Close</td>
</tr>
</tbody>
</table>
# Request for Change Order

**Procurement Services Division**  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2996-0001SERV</th>
<th>Original Purchase Order Date: Dec 30, 2017</th>
<th>Change Order #: 1</th>
<th>Department: Building &amp; Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor Name:</strong> TPI BUILDING CODE CONSULTANTS</td>
<td><strong>Vendor #:</strong> 12063</td>
<td><strong>Dept Contact:</strong> Marla Flynn</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:** TPI performs Building & Plumbing plan reviews for residential and commercial buildings in unincorporated DuPage County. The current contract does not include Clean Agent Suppression System reviews. As these reviews are necessary in certain circumstances and have a separate fee schedule, it is necessary to add them to the contract. There will be no change to the contract dollar amount.

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- **A** (W) Were not reasonably foreseeable at the time the contract was signed.
- **B** The change is germane to the original contract as signed.
- **C** (C) is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$175,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$175,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$175,000.00</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: __________________________ to: __________________________
- Increase/Decrease quantity from: __________ to: __________
- Price shows: __________________________ should be: __________________________
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

### DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: __________ to: __________
- Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- Funding Source __________
- OTHER - explain below:

Adding to Scope of Work on contract.

**Prepared By (Initials):**  
**Phone Ext:** x6189  
**Date:**  
**Recommended for Approval (Initials):**  
**Phone Ext:**  
**Date:**

**REVIEWED BY (Initials Only):**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11-20-18</td>
<td></td>
<td>11-20-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11-21-18</td>
</tr>
</tbody>
</table>

**Chairman's Office (Decision Memos Over $25,000) Date:**

**CONSENT AGENDA**

---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
# Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2700-SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 1</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: CDW Government LLC</td>
<td>Vendor #: 10667</td>
<td>Dept Contact: Jodie Randell</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**

To furnish and deliver computer hardware, peripherals, software and licensing. Decrease remaining encumbrance and close contract.

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- [ ] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [x] (C) Is in the best interest for the County of DuPage and authorized by law.

**INCREASE/DECREASE**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D/C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from: to:
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount [ ] Funding Source
- [ ] OTHER - explain below:

**REVIEWED BY (Initials Only)**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>Date</td>
</tr>
<tr>
<td>Procurement Officer</td>
<td>Date</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
<tr>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>
**Request for Change Order**  
**Procurement Services Division**  
**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 2593 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 2</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: H.W. Lochner, Inc.</td>
<td>Vendor #: 12406</td>
<td>Dept Contact: Sarah Lobdell</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**  
Professional Construction Engineering Services for the 2017 Pavement Maintenance (South) Program, Section 17-PVMTC-08-GM  
Decrease/Close

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

**INCREASE/DECREASE**

<table>
<thead>
<tr>
<th>A Starting contract value</th>
<th>$358,724.99</th>
</tr>
</thead>
<tbody>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$358,724.99</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$(63,086.83)</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$295,638.16</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-17.59%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-17.59%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order  
- [ ] Change budget code from: to:  
- [ ] Increase/Decrease quantity from: to:  
- [ ] Price shows: should be:  
- [ ] Decrease remaining encumbrance and close contract  
- [ ] Increase encumbrance and close contract  
- [ ] Decrease encumbrance  
- [ ] Increase encumbrance

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days)/Decrease contract expiration from: to:  
- [ ] Increase equal to or greater than $2,500.00, or equal to or greater than 10% of current contract amount  
- [ ] OTHER - explain below:

<table>
<thead>
<tr>
<th>SL</th>
<th>Prepared By (Initials)</th>
<th>Phone Ext</th>
<th>Nov 16, 2018</th>
<th>Date Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>6900</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11/19/18</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11/21/18</td>
<td></td>
<td>11/21/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</table>
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2677SERV</th>
<th>Original Purchase Order Date: Aug 18, 2017</th>
<th>Change Order #: 1</th>
<th>Department: Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: CDW-Government</td>
<td>Vendor #: 10667</td>
<td>Dept Contact: Amy Arlowe</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**

- Decrease and close contract.

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

- **A** Starting contract value: $35,000.00
- **B** Net $ change for previous Change Orders: 0
- **C** Current contract amount (A + B): $35,000.00
- **D** Amount of this Change Order: $13,859.58
- **E** New contract amount (C + D): $21,140.42
- **F** Percent of current contract value this Change Order represents (D / C): -39.60%
- **G** Cumulative percent of all Change Orders (B+D)/A; (60% maximum on construction contracts): -39.60%

### DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: to:
- Increase/Decrease quantity from: to:
- Price shows: should be:
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract

### DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: to:
- Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- Funding Source
- OTHER - explain below:

---

**Prepared By (Initials):**

**Phone Ext:**

**Date:**

**Recommended for Approval (Initials):**

**Phone Ext:**

**Date:**

**REVIEWED BY (Initials Only):**

**Buyer:**

**Date:**

**Procurement Officer:**

**Date:**

**Chief Financial Officer (Decision Memos Over $25,000):**

**Date:**

**Chairman's Office (Decision Memos Over $25,000):**

**Date:**

---

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 922SER</th>
<th>Original Purchase Order Date: Mar 27, 2017</th>
<th>Change Order #: 2</th>
<th>Department: Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Fairbanks Morse Engine</td>
<td>Vendor #: 11095</td>
<td>Dept Contact: Amy Arlowe</td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request: Decrease and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$139,176.97</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
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</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$139,176.97</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$18,682.40</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-86.58%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-86.58%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: to:
- Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- Funding Source
- OTHER - explain below:

Prepared By (Initials) x6818 Phone Ext 1/20/2018 Recommended for Approval (Initials) x6818 Phone Ext 11/20/2018

REVIEWED BY (Initials Only)

Buyer 11-21-18 Procurement Officer 11-26-18

Chief Financial Officer (Decision Memos Over $25,000) Date Chairman's Office (Decision Memos Over $25,000) Date
**Request for Change Order**  
Procurement Services Division

<table>
<thead>
<tr>
<th>Purchase Order #: 24395ERV</th>
<th>Original Purchase Order Date: Mar 21, 2017</th>
<th>Change Order #: 3</th>
<th>Department: Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: SID Tool Co dba MSC Industrial Supply</td>
<td>Vendor #: 12025</td>
<td></td>
<td>Dept Contact: Amy Arlowe</td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**  
Decrease and close contract.

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease ($16,369.41)</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$1,630.59</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-90.94%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B + D/A); (60% maximum on construction contracts)</td>
<td>-90.94%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Increase
- [x] Decrease

**DECISION MEMO REQUIRED**

- [ ] Contract Extension (29 days)
- [ ] Consent Only
- [x] Close Contract
- [ ] Increase/Decrease quantity from: ____________ to: ____________
- [ ] Decrease encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

**REVIEWED BY (Initials Only)**

- [ ] Buyer  
  - Date: 11-31-18
  - Procurement Officer
  - Date: 11-31-18

**Chief Financial Officer**  
(Decision Memos Over $25,000)  
Date: 

**Consent Agenda**  
Packet Pg. 329

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
## Request for Change Order
### Procurement Services Division

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 2372-0001SERV</th>
<th>Original Purchase Order Date: Aug 9, 2017</th>
<th>Change Order #: 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor Name:</strong> Rausch Infrastructure LLC</td>
<td><strong>Vendor #: 26840</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Department:</strong> Stormwater Management</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Background and/or Reason for Change Order Request:
The addition of line items to the contract is necessary in order to meet the requirements of this project. This addition will not cause an increase to the total contract value.

### IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th></th>
<th>A. Starting contract value</th>
<th>B. Net $ change for previous Change Orders</th>
<th>C. Current contract amount (A + B)</th>
<th>D. Amount of this Change Order</th>
<th>E. New contract amount (C + D)</th>
<th>F. Percent of current contract value this Change Order represents (D / C)</th>
<th>G. Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Increase ( □ ) Decrease ( □ )</td>
<td>$1,962,917.64</td>
<td>0.00%</td>
<td>3.35%</td>
</tr>
<tr>
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<td></td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [X] Consent Only
- [ ] Increase/Decrease quantity from: ____________________ to: ____________________
- [ ] Price shows: ____________________ should be: ____________________
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: ____________________ to: ____________________
- [X] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source ____________________
- [ ] OTHER - explain below: ____________________

---

**Prepared By (Initials):** JCL  **Phone Ext:** 6705  **Date:** Nov 21, 2018

**Recommended for Approval (Initials):** 6076  **Date:** 11-21-18

**REVIEWED BY (Initials Only):**

- **Buyer:**  
  - Date: 11-29-18  
- **Procurement Officer:**  
  - Date: 11-29-18

**Chief Financial Officer (Decision Memos Over $25,000):**  
- Date: 11-30-18  
- **Chairman's Office (Decision Memos Over $25,000):**  
  - Date: 11-29-18

---

**CONSENT AGENDA**  
**Packet Pg. 330**
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2054-1 SERV</th>
<th>Original Purchase Order Date: Sep 29, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Stormwater Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: KLF Enterprises Inc.</td>
<td>Vendor #: 13264</td>
<td>Dept Contact: Alicia Favela-Perez</td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request:
($16,500.00) Decrease and Close Contract

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
<td>$238,224.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$238,224.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Decrease ($16,500.00)</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$221,724.00</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-6.93%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-6.93%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only

☐ Change budget code from: to:

☐ Increase/Decrease quantity from: to: should be:

☐ Decrease remaining encumbrance and close contract

☐ Increase encumbrance and close contract

☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: to:

☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source

☐ OTHER - explain below:

AFP 6698
Prepared By (Initials) Phone Ext Nov 7, 2018 Date

Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer
Date
Procurement Officer
Date

Chief Financial Officer
(Decision Memos Over $25,000)
Date
Chairman's Office
(Decision Memos Over $25,000)
Date

Consent 12/4/18

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
APPOINTMENT OF SEAN T. NOONAN AS A MEMBER (COUNTY BOARD) AND CHAIRMAN OF THE EMERGENCY TELEPHONE SYSTEM BOARD FOR 9-1-1

WHEREAS, 50 ILCS 750/15.4 provides that the corporate authorities of the County shall establish an Emergency Telephone System Board (“ETSB”) and shall provide for the manner of appointment and the number of members of the ETSB; and

WHEREAS, the DuPage County Board at the June 13, 1989, meeting created the Emergency Telephone System Board for 9-1-1 and on June 25, 2013 in Ordinance OEX-003B-89 amended Section 40-20 of the DuPage County Code pertaining to the ETSB providing for the appointment of two members representing the DuPage County Board who are not also members of any other constituency represented on the ETSB; and

WHEREAS, Daniel J. Cronin has submitted to the County Board his nomination of Sean T. Noonan as a Member (County Board Representative) and Chairman of the Emergency Telephone System Board for a term expiring December 1, 2020.

WHEREAS, Sean Noonan is not a member of any other entity otherwise represented on the ETSB.

NOW, THEREFORE BE IT RESOLVED by the DuPage County Board that the County Board, pursuant to the nomination of the Chairman, does hereby appoint Sean T. Noonan as a Member and Chairman of the Emergency Telephone System Board representing the DuPage County Board for a term expiring December 1, 2020; and

BE IT FURTHER RESOLVED that the attached “Notice of Nomination” be attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this resolution to Sean T. Noonan; the County Board Office; and the Executive Director of the ETSB.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

____________________________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________________
JEAN KACZMAREK, COUNTY CLERK
NOTICE OF NOMINATION

By virtue of the power vested in me under 50 ILCS 750/15.4, as amended, I, Daniel J. Cronin, as Chairman of the DuPage County Board, do hereby nominate Sean T. Noonan to serve as a Member (County Board Representative) and Chairman of the Emergency Telephone System Board for a term expiring December 1, 2020.

I hereby submit this nomination to the County Board for its appointment this of 11th day of December, 2018.

__________________________________
Daniel J. Cronin, Chairman
DuPage County Board
Board Member: Sean Noonan
District 2

Email: sean.noonan@dupageco.org
Phone: 630-834-3974
Cell Phone: 630-656-7856
Term Expires: 11-30-2020

County Committees:
- Intergovernmental Committee - Chair
- Public Works Committee - Vice Chair
- Animal Care and Control Committee
- Environmental Committee
- Finance Committee
- Judicial and Public Safety Committee
- Stormwater Committee
- Transportation Committee
- Trail Maintenance Task Force

Personal Information
- Married to Kristen, children: Lauren, Caroline and Kevin

Professional Experience
- Bloomingdale Police Officer
- Former Special Investigator for the DuPage County State's Attorney's Office
- Suburban Law Enforcement Academy Class BA04-01 - Class President
- Former Detective
- School Resource Officer

Education
- Glenbard North High School
- College of DuPage
- Lewis University - BA Criminal/Social Justice

Community Activity
- Fraternal Order of Police - Lodge 175, Bloomingdale
- DuPage County School Safety Task Force

https://www.dupageco.org/CountyBoard/Noonan/
Resolution
CB-R-0013-19

APPOINTMENT OF GRANT ECKHOFF AS A MEMBER (COUNTY BOARD) OF THE EMERGENCY TELEPHONE SYSTEM BOARD FOR 9-1-1

WHEREAS, 50 ILCS 750/15.4 provides that the corporate authorities of the County shall establish an Emergency Telephone System Board (“ETSB”) and shall provide for the manner of appointment and the number of members of ETSB; and

WHEREAS, the DuPage County Board at the June 13, 1989, meeting created the Emergency Telephone System Board for 9-1-1 and on June 25, 2013 in Ordinance OEX-003B-89 amended Section 40-20 of the DuPage County Code pertaining to the ETSB providing for the appointment of two members representing the DuPage County Board who are not also members of any other constituency represented on the ETSB; and

WHEREAS, Daniel J. Cronin has submitted to the County Board his nomination of Grant Eckhoff as a Member (County Board Representative "B") of the Emergency Telephone System Board for a term expiring December 1, 2021.

WHEREAS, Grant Eckhoff is not a member of any other entity otherwise represented on the ETSB.

NOW, THEREFORE BE IT RESOLVED by the DuPage County Board that the County Board, pursuant to the nomination of the Chairman, does hereby appoint Grant Eckhoff as a Member of the Emergency Telephone System Board representing the DuPage County Board for a term expiring December 1, 2021; and

BE IT FURTHER RESOLVED that the attached “Notice of Nomination” be attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this resolution to Grant Eckhoff; the County Board Office; and the Executive Director of the ETSB.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: ___________________________
JEAN KACZMAREK, COUNTY CLERK
Board Member: Grant Eckhoff
District 4

Email: grant.eckhoff@.dupageco.org
Phone: 630-510-0660
Fax: 630-692-4938
Term Expires: 11-30-2018

Illinois State Board of Election Info: View Election Info

County Committees:
- Judicial and Public Safety Committee - Chairman
- Animal Care and Control Committee - Vice Chairman
- Development Committee
- Economic Development Committee
- Finance Committee
- Strategic Planning Committee
- Emergency Telephone System Board (ETSB)
- Heroin Opioid Prevention & Education Task Force

Personal Information
- Married 25 years
- Wheaton Resident since 1965

Professional Experience
- Occupation: Lawyer since 1985 with own law offices since 1996

Education
- Chicago Kent College of Law, with honors, 1985
- Michigan State University, 1981
- Wheaton Central High School, 1977

Community Activity
- Choose DuPage Board of Directors as DuPage County Liaison, 2009 - 2013
- Member of the Board of Directors, DuPage Biz, 2006 - 2007
- DuPage County Historical Museum Board of Directors, as DuPage County Liaison, 2004 - 2010
- Director, Downtown Wheaton Association, 1996 - 2002
- Vice President Wheaton Chamber of Commerce Board of Directors - Governmental Advocacy, 2002 - 2004
- DuPage County Fair & Exposition Authority - Committee Member, 2002 - present
- Federal Courthouse Committee Member, 2002 - 2004
- Chairman, DuPage County Drug Court Subcommittee, 2002 - 2004
- Chairman, 7 Percent Assessment Cap Subcommittee, 2004
- Wheaton Chamber of Commerce - Member
- Glen Ellyn Chamber of Commerce - Member
- Downtown Wheaton Association - Member
- West DuPage Exchange Club - Member
- St. Paul Lutheran Church - Member

Political Activity
- Wheaton City Councilman - 1989 - 2002

https://www.dupageco.org/CountyBoard/Eckhoff/
Board Member: Grant Eckhoff
District 4

Email: grant.eckhoff@dupageco.org
Phone: 630-510-0660
Fax: 630-682-4936
Term Expires: 11-30-2018

Illinois State Board of Election Info: View Election Info

County Committees:
- Judicial and Public Safety Committee - Chairman
- Animal Care and Control Committee - Vice Chairman
- Development Committee
- Economic Development Committee
- Finance Committee
- Strategic Planning Committee
- Emergency Telephone System Board (ETSB)
- Heroin-Opioid Prevention & Education Task Force

Personal Information
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- Occupation: Lawyer since 1985 with own law offices since 1996

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Community Activity
- Choose DuPage Board of Directors as DuPage County Liaison, 2009 - 2013
- Member of the Board of Directors, DuPage Biz, 2006 - 2007
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- Director, Downtown Wheaton Association, 1996 - 2002
- Vice President, Wheaton Chamber of Commerce Board of Directors - Governmental Advocacy, 2002 - 2004
- DuPage County Fair & Exposition Authority - Committee Member, 2002 - present
- Federal Courthouse Committee Member, 2002 - 2004
- Chairman, DuPage County Drug Court Subcommittee, 2002 - 2004
- Chairman, 7 Percent Assessment Cap Subcommittee, 2004
- Wheaton Chamber of Commerce - Member
- Glen Ellyn Chamber of Commerce - Member
- Downtown Wheaton Association - Member
- West DuPage Exchange Club - Member
- St. Paul Lutheran Church - Member

Political Activity
- Wheaton City Councilman - 1989 - 2002

https://www.dupageco.org/CountyBoard/Eckhoff/
APPOINTMENT OF ROBERT J. KARTHOLL
AS CHAIRMAN OF THE ZONING BOARD OF APPEALS

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Robert J. Kartholl as Chairman of the Zoning Board of Appeals; and

WHEREAS, such appointment requires the advice and consent of the County Board under 55 ILCS 5/5-12010, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Robert J. Kartholl as Chairman of the Zoning Board of Appeals for a term expiring December 1, 2023; and

BE IT FURTHER RESOLVED that the “Notice of Appointment” be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to Robert J. Kartholl.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
NOTICE OF APPOINTMENT

By virtue of the power vested in me under 55 ILCS 5/5-12010, as amended, I, Daniel J. Cronin, as Chairman of the DuPage County Board, do hereby appoint Robert J. Kartholl as Chairman of the Zoning Board of Appeals for a term expiring December 1, 2023.

I hereby submit this appointment to the County Board for its advice and consent this 11th day of December, 2018.

Daniel J. Cronin, Chairman
DuPage County Board
ROBERT J. KARTHOLL

Itasca, Illinois 60143

EDUCATION

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>DePaul University</td>
<td>J.D.</td>
<td>June, 1973</td>
</tr>
<tr>
<td>Illinois Benedictine University</td>
<td>A.B.</td>
<td>June, 1970</td>
</tr>
</tbody>
</table>

EXPERIENCE

<table>
<thead>
<tr>
<th>Company</th>
<th>Position</th>
<th>Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law Offices of Robert J. Kartholl</td>
<td>2000 – Present</td>
<td></td>
</tr>
<tr>
<td>My DuPage County law practice focuses on commercial real estate, corporate matters, and labor and employment matters.</td>
<td></td>
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<tr>
<td>I was the Partner responsible for Labor and Employment litigation matters in this 25 attorney firm which was reorganized and disbanded in 2000.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Van Den Bergh Foods Company, a Division of Unilever, Lisle Illinois</td>
<td>1990-1998</td>
<td></td>
</tr>
<tr>
<td>As Assistant General Counsel in the small legal department of Unilever’s largest U.S. food manufacturing division I was primarily responsible for all of the day to day legal work related to the operation of the business, real estate, litigation and labor and employment matters.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division General Counsel – Department Store Division (1987- 1990) Assistant Secretary, Associate Counsel (1973 – 1987)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>As General Counsel, I was responsible for all legal affairs of the department stores division and served as a member of the Management Board. In addition, I was responsible for the management of litigation, labor and employment matters and government affairs for all other divisions of the corporation.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PROFESSIONAL ASSOCIATIONS

- American Bar Association- American Bar Association Labor and Employment Section
- Illinois State Bar Association
- Federal Trial Bar/Northern District of Illinois
- DuPage County Bar Association
Resolution
CB-R-0017-19

APPOINTMENT OF THE HONORABLE JOHN W. DEMLING
TO THE DUPAGE COUNTY ETHICS COMMISSION

WHEREAS, Daniel J. Cronin has submitted to the County Board his nomination of The Honorable John W. Demling to be a Commissioner of the DuPage County Ethics Commission; and

WHEREAS, the DuPage County Ethics Ordinance provides that Ethics Commissioners shall be residents of DuPage County; and

WHEREAS, of the five (5) Ethics Commissioners no more than three (3) shall belong to the same political party at the time such appointments are made, with party affiliation determined by affidavit of the appointed Commissioner; and

WHEREAS, during his or her term of office, a Commissioner shall not become a candidate for any elective public office or hold any other elected or appointed public office, except for appointment to a governmental advisory board, study commission or as an ethics official of another governmental entity; and

WHEREAS, Commissioners shall serve a term of two (2) years and until their successors are appointed and qualified; and

WHEREAS, Commissioners shall be compensated at a per diem rate of $175 for official meetings of the Ethics Commission, while the Chairman of the Ethics Commission shall be compensated at the rate and in the manner set forth in the Ordinance for all time spent in furtherance of official duties and shall also be reimbursed for reasonable expenses incurred in the performance of such duties.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby appoint The Honorable John W. Demling as a Commissioner of the DuPage County Ethics Commission for a two-year term to commence on December 15, 2018 and expire on December 14, 2020 or until his successor is appointed and qualified; and

BE IT FURTHER RESOLVED that the “Notice of Nomination” be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: The Honorable John W. Demling; the Chairman and Commissioners of the DuPage County Ethics Commission, DuPage County Ethics Adviser, Investigator General, and all Elected Officials and Department Heads.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
NOTICE OF NOMINATION

By virtue of the power vested in me under the DuPage County Ethics Ordinance, I, Daniel J. Cronin, as Chairman of the DuPage County Board, do hereby nominate The Honorable John W. Demling to be a member of the DuPage County Ethics Commission for a two-year term to commence on December 15, 2018 and expire on December 14, 2020 or until his successor is appointed and qualified.

I hereby submit this nomination to the County Board for its appointment this 11th day of December, 2018.

Daniel J. Cronin, Chairman
DuPage County Board
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: General Consideration

Have you ever served on this Board or Agency before?: No
If so, how long?:

Personal Information

Last Name: Demling
First Name: John
Middle Name: W

E-mail Address: [redacted]
Present Permanent Address: [redacted]
City: Glen Ellyn
State: Illinois
Zip Code: 60137

Phone: [redacted]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

This is an application for the DuPage County Ethics Commission. As a retired judge and former Village President for the Village of Glen Ellyn, I have a continuing interest in the ongoing operation of government in a fair, efficient and ethical manner. For the last 21 years I have been a judge, able to consider evidence and arguments in considering the behavior of individuals as applied to statutes and rules. As a former Village President and Village Trustee I understand the practicalities of government performance and obligations as well the need to temper the realities of governance with the need to insure the appropriate level of conduct and integrity.

Are you a lobbyist registered with the State of Illinois?: No
Are you an elected official?: No
If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No
If so, date/Description:
Nature of Conviction:
Disposition:

Submitted: 14:58 Wednesday, 14 November 2018

☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

**********************************This email was sent via the Board and Commission appointment application page on the County website**********************************
Hon. John W. Demling (Ret.)

The Honorable John W. Demling (Ret.) was appointed as an Associate Judge for the Eighteenth Judicial Circuit Court, DuPage County, Illinois in 1997. He served 21 years, 18 of which were in the Domestic Relations Division. From 2016 through 2017 he served as the Presiding Judge of the division. During his tenure in the Domestic Relations Division he presided over hundreds of divorce trials including custody, relocation and complex financial matters. In 2007 Judge Demling completed the Family Mediation Program presented by The John Paul Jones Group for the Illinois Supreme Court. Prior to his appointment to the bench Judge Demling was the managing attorney for Fireman’s Fund Insurance Company’s surety claims office, managing attorneys resolving surety and fidelity claims. Prior to that he was partner in the firm Demling & Eckhardt where he focused on civil litigation, primarily in the area of Mechanics’ Liens.

During his time on the bench Judge Demling was active in continuing legal education, presenting programs to both attorneys and judges. He has been an active lecturer and author for organizations such as Illinois Institute for Continuing Legal Education, the Illinois State Bar Association, the DuPage County Bar Association and the Illinois Judicial Educational Conference. His knowledge and ability in resolving or litigating divorce and family law matters has been developed over 40 years as an attorney and judge. Judge Demling’s skill in evaluating and developing cases can assist clients through the complex and often emotional process of divorce.

PRACTICE AREAS

Divorce
Custody & Relocation
Visitation
Maintenance
Domestic Violence
Mediation

EDUCATION

IIT/Chicago Kent College of Law JD 1977 with honors.
Muskingum College BA (Economics) 1974.

PROFESSIONAL & BAR MEMBERSHIPS

DuPage County Bar Association
Illinois State Bar Association
Illinois Judges Association

HONORS & AWARDS

Citizen of the Year - Village of Glen Ellyn - 1997
Lawyer of the Year - DuPage County Bar Association - 2007
Hon. John Powers Crawley Award - Lawyers Assistance Program - 2013
Martindale-Hubbell AV Preeminent Rating

ELECTED & APPOINTED OFFICES

Village Trustee - Village of Glen Ellyn 1989 - 1993
Village President - Village of Glen Ellyn 1993 - 1997
Director - DuPage Legal Assistance Foundation 2018 - present
Resolution
FI-R-0001-19

ANNUAL FINANCIAL COMMITMENT IN SUPPORT OF
THE CHICAGO METROPOLITAN AGENCY FOR PLANNING
TO CONSOLIDATE PLANNING OF LAND USE AND TRANSPORTATION
FOR THE SEVEN COUNTIES OF NORTHEASTERN ILLINOIS
(COUNTY COST $36,359.00)

WHEREAS, in 2005 the State of Illinois created the Chicago Metropolitan Agency for Planning (hereinafter referred to as CMAP) to consolidate planning of land use and transportation for the seven counties of northeastern Illinois; and

WHEREAS, CMAP has been working with all units of local government and its partners on regional planning initiatives, including transportation and promoting a unifying sense of the region’s future land use in all its forms, and recognizes and supports local authority for decisions about land use; and

WHEREAS, when the Legislature approved State funding for CMAP, it identified that the local region must also have a commitment in the support of CMAP; and

WHEREAS, the CMAP Board of Directors has proposed a $36,359.00 (THIRTY-SIX THOUSAND, THREE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) annual commitment from each of the various governmental agencies that represent the region; and

WHEREAS, the County’s annual contribution to CMAP in the amount of $36,359.00 (THIRTY-SIX THOUSAND, THREE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) is budgeted for Fiscal Year 2019 in the Local Gas Tax Fund - Company 1500, Accounting Unit 3500.

NOW, THEREFORE, BE IT RESOLVED that the County of DuPage supports the Chicago Metropolitan Agency For Planning with a $36,359.00 (THIRTY-SIX THOUSAND, THREE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) payment to promote planning of land use and transportation for the seven counties of northeastern Illinois.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

_______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
Resolution
FI-R-0006-19

ACCEPTANCE OF ADDITIONAL FUNDING AND EXTENSION OF TIME FOR THE ILLINOIS EMERGENCY MANAGEMENT AGENCY EMERGENCY MANAGEMENT PERFORMANCE GRANT PY17 INTERGOVERNMENTAL AGREEMENT NO. 17EMADUPA2 $310,150.77

(Under the administrative direction of the Office of Homeland Security and Emergency Management)

WHEREAS, the County of DuPage heretofore accepted the Illinois Emergency Management Agency Emergency Management Performance Grant PY17 pursuant to Resolution FI-R-0459-17 for the period October 1, 2016 through December 31, 2017; and

WHEREAS, said grant expenses are currently being accounted for in the Office of Emergency Management General Fund, Company 1000 - Accounting Unit 1900; and

WHEREAS, the County of DuPage has been notified by the Illinois Emergency Management Agency that additional grant funds in the amount of $310,150.77 (THREE HUNDRED TEN THOUSAND, ONE HUNDRED FIFTY AND 77/100 DOLLARS) are available to aid in the administration of effective emergency management in the areas of personnel and benefits, travel, organizational, equipment, and additional program needs expenses; and

WHEREAS, the County of DuPage has been notified by the Illinois Emergency Management Agency that the grant may be extended to September 30, 2018; and

WHEREAS, to receive said grant funds and extension of time, the County of DuPage must enter into Intergovernmental Agreement No. 17EMADUPA2 with the Illinois Emergency Management Agency, a copy of which is attached to and incorporated as part of this resolution by reference (Attachment); and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of these grant funds does not add any additional subsidy from the County.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Intergovernmental Agreement No. 17EMADUPA2 (Attachment) between the County of DuPage and the Illinois Emergency Management Agency is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the expiration date of this grant be extended until September 30, 2018; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Office of Homeland Security and Emergency Management is approved as the County’s Authorized Representative; and
Resolution
FI-R-0006-19

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial/Public Safety Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Judicial/Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____________________________
JEAN KACZMAREK, COUNTY CLERK
INTergovernmental GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND
County of DuPage

The Illinois Emergency Management Agency (Grantor), with its principal office at 2200 South Dirksen Parkway, Springfield, Illinois 62703, and County of DuPage (Grantee), with its principal office at 418 N. County Farm Road, Wheaton, Illinois 60187, hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 36-6006551 is Grantee’s correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit.

1.2. Amount of Agreement. Grantee has received and expended funds under a previous FY17 grant agreement. Additional FY17 funds under this Agreement shall not exceed $620,301.54, of which $310,150.77 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement. Grantee is required to match these funds with eligible expenses as outlined in Exhibit C.


1.4. Term. This Agreement shall be effective on October 1, 2016, and shall expire on September 30, 2018, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the

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purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Illinois Emergency Management Agency**

By: ____________________________

William P. Robertson, Acting Director

Date: ____________________________

By: ____________________________

Jenifer L. Johnson, Chief Legal Counsel

Date: ____________________________

By: ____________________________

Brett Cox, Chief Fiscal Officer

Date: ____________________________
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is a governmental entity.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.
"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
ARTICLE IV
PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All
interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

> By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**

**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

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ARTICLE VI
BUDGET

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.
(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) Source Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit G of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee’s actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.
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9.B.a

debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) Educational Loan. Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) International Boycott. Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) Dues and Fees. Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(g) Pro-Children Act. Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) Drug-Free Work Place. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) Motor Voter Law. Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(j) Clean Air Act and Clean Water Act. Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC §1251 et seq.).

(k) Debarment. Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) Non-procurement Debarment and Suspension. Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) Grant for the Construction of Fixed Works. Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

**ARTICLE IX**

**CRIMINAL DISCLOSURE**

9.1  **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

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10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).

**ARTICLE XI**

**LOBBYING**

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. **Federal Form LLL.** If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

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11.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. **Subawards.** Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

**ARTICLE XII**

**MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. **Records Retention.** Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.
ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. **Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by Part Two or Part Three.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee’s fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee’s tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee’s failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such.
without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit F must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 IILCS 705/1 et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appends may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.


ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 IILCS 708/65(c).

15.2. Single and Program-Specific Audits. If Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted
to Grantor either within (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3. Financial Statement Audit. If Grantee expends less than $750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between $300,000 and $499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Grantee expends between $500,000 and $749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.5. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

**ARTICLE XVI**
**TERMINATION; SUSPENSION**

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;
(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

   i. Grantor expressly authorizes them in the notice of suspension or termination; and

   ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII**

**SUBCONTRACTS/SUB-GRANTS**

17.1. **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval of Grantor applies to this Agreement.
Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1. **Copies upon Request.** Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI**

**CONFLICT OF INTEREST**

21.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. **Prohibited Payments.** Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13).

21.3. **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII**

**EQUIPMENT OR PROPERTY**

22.1. **Transfer of Equipment.** Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. **Prohibition against Disposition/Encumbrance.** The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property...
and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV
LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.
25.2. **Liability.** Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI**

**MISCELLANEOUS**

26.1. **Gift Ban.** Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. **Access to Internet.** Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. **Exhibits and Attachments.** Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. **Assignment Prohibited.** Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantor’s right to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. **Amendments.** This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. **No Waiver.** No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. **Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. **Compliance with Law.** This Agreement and Grantee’s obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.
26.10. **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. **Compliance with Freedom of Information Act.** Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. **Headings.** Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14. **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16. **Attorney Fees and Costs.** If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys’ fees, costs and expenses associated with such proceedings.

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EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded an Emergency Management Performance Grant (EMPG) from the Federal Emergency Management Agency (FEMA). The Grantee will utilize EMPG grant funds in accordance with the Emergency Management Assistance (EMA) program as outlined in the Grantee's FFY17 Grant Program Application. The EMA Program will aid the Grantee in the administration of effective emergency management in the areas of personnel and benefits, travel, organization and equipment.
EXHIBIT B
DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the approved scope of work.

The FFY 17 Grant Program Application outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the approved Application.

The Grantee is required to perform each of the following tasks:

1. Timely submission of quarterly reports that include both financial and performance-based information as set forth in Exhibit E.

2. Required training and exercise participation as set forth in Part III.
EXHIBIT C

PAYMENT

Grantee’s total compensation and reimbursement shall not exceed the sum of $310,150.77.

No costs eligible under this Agreement shall be incurred after September 30, 2017.

The required match for this grant is 50%. All cost sharing or matching funds claimed by the Grantee shall meet the requirements of 2 CFR 200.306. To meet matching requirements, the Grantee’s contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program, and must comply with all federal requirements and regulations. Except as provided by federal law, a cost sharing or matching requirement may not be met by other federal funds.
EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Robert Evans
Title: EMPG Grant Program Manager
Address: 2200 South Dirksen Parkway
Springfield, IL 62703
Phone: 217-557-4788
E-mail: bob.p.evans@illinois.gov

GRANTEE CONTACT

Name: Murray Snow
Title:
Address: 418 N. County Farm Road
Wheaton, Illinois 60187
Phone: (630) 407-2909
E-mail: Murray.snow@dupageco.org
EXHIBIT E
PERFORMANCE MEASURES

The Grantee shall submit a Quarterly Claims Form to Grantor electronically through the Grantor’s grants Management System no later than 30 days after the end of each Federal Fiscal Year quarter. All claims must be for the quarter in which they occurred.

A Quarterly Narrative must be submitted as a part of the Quarterly Claims Form. In the Quarterly Narrative, the Grantee must include a report for activities completed in the three-month quarter applicable to the claim and progress in achieving the goals and objectives listed in the Annual Work Plan submitted in the Application.
EXHIBIT F

PERFORMANCE STANDARDS

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.

2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.

3. Adequate results from grant monitoring conducted by the Grantor.
EXHIBIT G

SPECIFIC CONDITIONS

NONE.
PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

NONE.
PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement.

2. All personnel who are funded in whole or in part with the funds from this Agreement are required to successfully complete specified National Incident Management System (NIMS) courses as well as the FEMA Professional Development Series (PDS) courses. The list of required courses includes NIMS training courses IS 100, IS 200, IS 700 and IS 800 and FEMA PDS IS 120, IS 230, IS 235, IS 240, IS 241, IS 242 and IS 244. Effective Oct. 1, 2015, any version of the courses listed above will be considered as meeting the requirement. New employees have 12 months from the date of hire to complete the training requirement. All employees must ensure that their course certificates have been submitted to their respective Grantor Regional Office for entry on their training transcript by September 30, 2017.

3. All personnel who are funded in whole or in part with funds from this Agreement shall participate in no less than three exercises by September 30, 2017. The definition of “participate” includes serving in one of the following positions during the exercise: exercise director, evaluator, facilitator, controller, simulator, player or inject writing team member. As the intent of the EMPG program is, in part, to design and conduct exercises that engage a whole community of stakeholders and validate core capabilities, at least two of the three required exercises must be from the following list: local workshop, seminar, drill, tabletop, functional or full-scale. Only one of the three exercises may be from the following list: IEMA Training Summit or local emergency management conference, Grantor regional meeting or STARCOM radio check. All exercises and associated paperwork must be completed prior to September 30, 2017, to ensure employee compliance, with the exception of new hires, who have 12 months from the date of hire to complete requirements.

4. The Grantee is required to maintain adoption and implementation of the National Incident Management System.

5. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

6. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.

7. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements. The Grantee shall return to IEMA all grant funds that are not expended or that are received from IEMA in error. All funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Grantee shall be returned to IEMA within 45 days, if applicable. IEMA may recapture those funds in accordance with state and federal laws and regulations. The Grantee’s failure to comply with any one of...
8. This Agreement may be amended because of changes in state or federal statutes, regulations, or grant award policies; an extension in the grant award term; an increase in the amount of funds granted; or any other provision requiring a modification. Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee. All other modifications must be in writing and signed by both parties.

9. The Grantee agrees that funds under this award will be used to supplement, but not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

10. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
Resolution
FI-R-0007-19

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING
FOR THE DUPAGE CONVALESCENT CENTER FOUNDATION-
MUSIC THERAPY GRANT PY16
COMPANY 5000 - ACCOUNTING UNIT 2120
$1,000

(Under the administrative direction of
the DuPage Care Center)

WHEREAS, the County of DuPage heretofore accepted and appropriated the DuPage Convalescent Center Foundation-Music Therapy Grant PY16, Company 5000 - Accounting Unit 2120, pursuant to Resolution FI-R-0629-16 for the period October 1, 2016 through December 11, 2018, as amended; and

WHEREAS, the County of DuPage has been notified by the DuPage Care Center Foundation that additional grant funds in the amount of $1,000 (ONE THOUSAND AND NO/100 DOLLARS) are available to be used to continue funding for music therapy services for the DuPage Care Center residents; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of these grant funds does not add any additional subsidy from the County; and

WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional funding in the amount of $1,000 (ONE THOUSAND AND NO/100 DOLLARS) be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) in the amount of $1,000 (ONE THOUSAND AND NO/100 DOLLARS) be made and added to the DuPage Convalescent Center Foundation-Music Therapy Grant PY16, Company 5000 - Accounting Unit 2120 and that the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that should local funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
Resolution

FI-R-0007-19

DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
ATTACHMENT

ADDITIONAL APPROPRIATION FOR
THE DUPAGE CONVALESCENT CENTER FOUNDATION-
MUSIC THERAPY GRANT PY16
COMPANY 5000 – ACCOUNTING UNIT 2120
$1,000

REVENUE

46009-0000 Private Grants $1,000

TOTAL ANTICIPATED REVENUE $1,000

EXPENDITURES

CONTRACTUAL SERVICES

53090 Other Professional Services $1,000

TOTAL CONTRACTUAL SERVICES $1,000

TOTAL ADDITIONAL APPROPRIATION $1,000
Resolution
FI-R-0008-19

ACCEPTANCE OF THE DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION

AGREEMENT NO. CD18-05
IN THE AMOUNT OF $400,000

(Under the administrative direction of the Kenneth Moy DuPage Care Center)

WHEREAS, the County of DuPage, through the Kenneth Moy DuPage Care Center (“Care Center”), has been notified by the DuPage County Community Development Commission (“CDC”) that grant funds in the amount of $400,000 (FOUR HUNDRED THOUSAND AND NO/100 DOLLARS) are available through the U.S. Department of Housing and Urban Development’s Community Development Block Grant to be used by the Care Center for the replacement of two steam generators within the Care Center; and

WHEREAS, to accept these grant funds, the County of DuPage, through the Care Center, must enter into Agreement No. CD18-05 with the CDC, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment); and

WHEREAS, said grant funds are currently being accounted for in the Community Development Block Grant, Company 5000 - Accounting Unit 1440 - Account 53820; and

WHEREAS, no additional County funds are required to receive these grant funds; and

WHEREAS, acceptance of these grant funds does not add any additional subsidy from the County.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Agreement No. CD18-05 (Attachment) between DuPage County, through the Care Center and the CDC is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Administrator of the Care Center is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.
Resolution

FI-R-0008-19

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________

JEAN KACZMAREK, COUNTY CLERK
 AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND  
THE COUNTY OF DU PAGE  
KENNETH MOY DUPAGE CARE CENTER  
$400,000.00 – CD18-05  

This AGREEMENT is entered into as of the _____ day of _________________, 2018, by and between the COUNTY OF DU PAGE, Illinois, a body corporate and politic of the State of Illinois ("COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187, and THE COUNTY OF DUPAGE ("SUBGRANTEE") located at 400 N. County Farm Rd., Wheaton, IL 60187.

RECITALS  

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development’s (“HUD’s”) Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds (“CDBG”) from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) (“ACT”); and

WHEREAS, COUNTY, in accordance with its application to HUD, uses a portion of its CDBG funds for capital acquisition and improvement activities to meet the needs of the elderly, disabled, and families in crisis; and

WHEREAS, SUBGRANTEE has made application to COUNTY through its Community Development Commission ("CDC") for a portion of COUNTY’s CDBG funds; and

WHEREAS, COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE a portion of the total CDBG funds allotted to the COUNTY, with the portion distributed to SUBGRANTEE being in an amount and upon the conditions provided herein ("CDBG FUNDS"); and

WHEREAS, the County Board approved this project as part of the 2018 Action Plan under Resolution #HHS-R-0087-18, as part of the 2015-2019 DuPage County Consolidated Plan submitted to HUD for the Community Development Block Grant Program under Resolution #DC-R-0094-15; and

WHEREAS, COUNTY and SUBGRANTEE enter into this Agreement pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable Federal and State statutes.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:
I. INCORPORATION AND CONSTRUCTION

A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this Agreement.

B. The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and this shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

II. SCOPE OF THE PROJECT

A. SUBGRANTEE hereby agrees to perform, in a timely fashion, the following activity, as previously defined in the application and project description, dated September 30, 2016, submitted by the SUBGRANTEE, and further modified by a letter dated September 28, 2017 requesting a change of project scope and project description, approved by the Community Development Administrator: Boiler Replacement (hereinafter called "PROJECT")

B. The purpose of the activities funded pursuant to this Agreement is for replacement of two steam generators within the Kenneth Moy DuPage Care Center. The scope of activities will be limited to the following:

1. Replace two, 8,000 pound per hour stream generators which have extended the useful life.

2. Or other such related construction or acquisition costs that have the same intent as this Agreement and are pre-approved by CDC staff.

C. The SUBGRANTEE shall comply with administrative and procurement requirements as applied to the Community Development Block Grant program in accordance with the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 (“Super Circular”):

1. The Bid Specifications shall include all specifications and pertinent attachments and shall define the items or services in order for the bidder to properly respond.

2. The SUBGRANTEE shall submit the Bid Specifications and plans to the offices of the DuPage Community Development Commission (hereinafter called “CDC office”) for staff’s approval. After approval of the Bid Specifications and plans, any project in the aggregate exceeding $150,000 must be publicly advertised in a local newspaper and any construction media.

3. The SUBGRANTEE shall include in the invitation for bids the statement “Minorities and women contractors are encouraged to submit bids.” If the project in aggregate is over the small purchase threshold of $150,000, the SUBGRANTEE shall publicly advertise in a local newspaper and any construction media specifically inviting MBE/WBE firms to submit bids. If the project in aggregate is below the small purchase threshold of $150,000, SUBGRANTEE shall send an invitation to bid to the MBE and WBE firms currently listed with DuPage County, as appropriate for the type of work to be done.

4. If sealed bids are required, all bids will be publicly opened at the time and place prescribed in the invitation for bids.

5. If sealed bids are required, the SUBGRANTEE shall provide the CDC office with a copy of the classified advertisement and the results from the bid opening.
6. The contract award will be made, in writing, to the lowest responsive and responsible bidder meeting specifications. Any or all bids may be rejected, if there is reason to believe that the low bidder will be unable to complete the project in accordance with the Bid Specifications, including but not limited to the following reasons: contractor has been debarred, suspended, declared ineligible or voluntarily excluded from participation by the U.S. government from working on Federally funded projects, contractor is unable to furnish any required bond, contractor has a poor record of past performance, or contractor’s bid is unusually low in relation to other bids and contractor is not able to document satisfactorily how it will be able to meet the Bid Specifications for the amount bid.

D. If the PROJECT is for a capital improvement on a facility or for residential rehab exceeding seven units, the SUBGRANTEE shall comply with the Federal Labor Standards and Prevailing Wage Rates as applied to the Community Development Block Grant Program in accordance with Title 29 of the Code of Federal Regulations, Part 5:

1. After the start of construction, the SUBGRANTEE shall provide to the CDC office staff, weekly reports of the contractor and/or subcontractors at the job site. The SUBGRANTEE shall conduct employee interviews of the contractor and/or subcontractors at the job site.

2. Originals of all documents required for compliance with the Federal Labor Standards shall be supplied to the CDC office.

E. SUBGRANTEE shall erect a sign in a prominent place at the job site crediting the DuPage Community Development Commission and HUD for funding of the PROJECT by including the following statement:

“Funding for this Project has been provided, in part, by the DuPage Community Development Commission from the U. S. Department of Housing and Urban Development’s Community Development Block Grant Program.”

F. The SUBGRANTEE shall provide a Progress Report to the CDC office each quarter (or monthly at the request of CDC staff). The progress reports shall begin upon the signing of the Agreement and shall continue until the PROJECT is closed out.

G. If applicable, the SUBGRANTEE shall provide the CDC office, prior to the start of construction, with an itemized list of all estimated expenditures. This list shall show expected quantities and unit prices for each item.

H. SUBGRANTEE shall return to the COUNTY any program income, as defined in 24 CFR Part 570.500(a), which is generated as a result of this PROJECT. Written request for an Exception to this Agreement must be made, in writing, to the CDC Office explaining why the SUBGRANTEE needs the income, the specific activities the SUBGRANTEE will undertake with the funds and how the SUBGRANTEE will report the income and expenditures to the COUNTY. A written response to the request will be provided to SUBGRANTEE from the COUNTY. It is not anticipated that this project will generate program income.

I. Cost certifications and financial reviews will be required at various times throughout the construction of the project. If it is determined that costs are less than originally projected, or that revenues are higher, the County reserves the right to reduce the CDBG loan/grant amount.
III. AMOUNT AND TERMS OF GRANT

A. The COUNTY shall distribute to SUBGRANTEE, as SUBGRANTEE's portion of the total grant received by the COUNTY and in consideration of SUBGRANTEE's undertaking to perform the PROJECT, a maximum of FOUR HUNDRED THOUSAND and 00/100 Dollars ($400,000.00) (hereinafter "GRANT FUNDS"), to be paid in the manner set forth herein in Section VII.

B. This PROJECT shall be identified as CDC Agreement No. CD18-05. This identifying number shall be used by SUBGRANTEE on all payment requests.

C. SUBGRANTEE shall be responsible for the contribution of a minimum of Fourteen Thousand Six Hundred Fifty Six and 00/100 Dollars ($14,656.00) or approximately Four Percent (4%) of the total project cost in leveraging funds to the PROJECT, and evidence of said leveraging funds shall be made conspicuous within the written request and accompanying documents.

D. Grant funds for this PROJECT are awarded based on the ratio of the granted amount Four Hundred Thousand and 00/100 Dollars ($400,000.00) and the total project cost, Four Hundred Fourteen Thousand Six Hundred Fifty Six and 00/100 Dollars ($414,656.00), as provided in the application. The ratio of these two figures establishes the amount split between the COUNTY and the SUBGRANTEE. For this PROJECT, the COUNTY is committed to Ninety Six Percent (96%) and the SUBGRANTEE is responsible for Four (4%) of each payment request.

IV. SUBGRANTEE'S COMPLIANCE WITH THE ACT

A. COUNTY shall assist SUBGRANTEE in complying with the Act and the rules and regulations promulgated for implementation of the Act.

B. SUBGRANTEE agrees to abide by the Act, and all HUD rules and regulations promulgated to implement the Act, as identified in Exhibit "A" attached hereto and made a part hereof.

C. COUNTY, as a condition to this grant of funds, requires the SUBGRANTEE, when applicable to complete certifications showing equal employment opportunity compliance including equal employment opportunity certification with reference to the Project, as set forth in Exhibit "B" attached hereto and made a part hereof.

D. The SUBGRANTEE shall comply and assist COUNTY in complying with 24 CFR part 58 prior to COUNTY'S disbursement of CDBG FUNDS to the SUBGRANTEE. Failure to comply with or violation of provisions in subparagraphs (1), (2), and (3) set forth below may result in the denial of any funds under this AGREEMENT. SUBGRANTEE shall:

1. At COUNTY'S request supply COUNTY with all available and relevant information necessary for COUNTY to perform any environmental review required by 24 CFR part 58 for the project; and

2. Carry out mitigating measures required by COUNTY or select an alternate property; and

3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend CDBG or local funds for these program activities on a HUD assisted project until COUNTY has completed an environmental review to the extent required under 24 CFR part 58 and has given notification of its approval in accordance with 24 CFR part 58.
E. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on COUNTY’s determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

F. SUBGRANTEE, in performing under this Agreement, shall:

1. Not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, sex, age, handicap or national origin, nor otherwise commit an unfair employment practice; and

2. Take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age, handicap or national origin, with such affirmative action including, but not limited to the following: Employment, upgrading, demotion or transfer, termination, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

G. SUBGRANTEE agrees and authorizes DuPage County Community Development Commission and the Department of Housing and Urban Development to conduct on-site reviews, examine personnel and employment records and to conduct any other procedures or practices to assure compliance with these provisions. SUBGRANTEE agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

H. SUBGRANTEE agrees not to violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the SUBGRANTEE in the Project or payments made pursuant to this Agreement.

I. SUBGRANTEE agrees that to the best of their knowledge, neither the Project nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, referred to as the Hatch Act.

J. SUBGRANTEE shall maintain records to show and costs incurred, in relation to the Project, and shall prepare and submit monthly progress reports that describe the work already performed and anticipated during the remaining time of the Project. Upon fifteen (15) days’ notice from the COUNTY, originals or certified copies of all time sheets, billings, and other documentation used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois.

K. SUBGRANTEE shall adopt the audit requirements of the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 (“Super Circular”). SUBGRANTEE shall submit to the COUNTY one copy of said audit report. SUBGRANTEE shall permit the authorized representatives of the COUNTY, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBGRANTEE relating to its performance under the Agreement.

L. COUNTY shall provide, upon request, copies of all laws, regulations and orders cited in this Agreement.
M. SUBGRANTEE and COUNTY shall at all times observe and comply with Title 24 CFR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this Agreement, and SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal government.

N. SUBGRANTEE shall transfer to the COUNTY any CDBG funds on hand and submit all billings attributable to this Project at the time this Agreement expires.

O. SUBGRANTEE will ensure that any real property under the SUBGRANTEE's control that was acquired and/or improved in whole or in part with CDBG funds in excess of $25,000 is used to meet the benefit of low and moderate-income persons as defined by HUD, for a compliance period from the date CDBG funds are invested in the property until five years after closeout of the unit of general local government's grant as required by HUD. To ensure the compliance period the SUBGRANTEE shall execute a Forgivable Mortgage and Forgivable Note in a form prescribed by COUNTY. Such mortgage and note must be executed before COUNTY releases funds to SUBGRANTEE. The mortgage shall be recorded in the public records of DuPage County.

P. SUBGRANTEE, a local unit of government, may not change the use or planned use of the Kenneth Moy DuPage Care Center (PROPERTY) (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless DuPage County provides affected citizens with reasonable notice of and opportunity to comment on any proposed change, and either:
   i. The new use of the PROPERTY qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or
   ii. If DuPage County determines, after consultation with affected citizens, that it is appropriate to change the use of the PROPERTY to a use which does not qualify, it may retain or dispose of the PROPERTY for the changed use if DuPage County's CDBG program is reimbursed. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the PROPERTY, except that if the change in use occurs after grant closeout but within 5 years of such closeout, DuPage County shall make the reimbursement to the CDBG program account. Following the reimbursement of the CDBG program, the property no longer will be subject to any CDBG requirements.

V. RIGHTS TO SUBCONTRACT

A. SUBGRANTEE is herewith granted authority to subcontract all or any portion of the PROJECT to such engineers, architects, independent land use consultants, professional land planner, construction contractors or other entities as SUBGRANTEE shall deem appropriate or necessary and upon such terms as may be acceptable to SUBGRANTEE. SUBGRANTEE certifies that it will include in its contracts financed in whole or in part with GRANT FUNDS, all clauses required by federal laws, executive orders, or regulations, and each contractor will also include in its sub-agreements and contracts financed in whole or in part with GRANT funds all applicable clauses required by federal laws, executive orders, or regulations.

B. Administration of any subcontracts by the SUBGRANTEE shall be in conformance with the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 (“Super Circular”)
VI. COUNTY'S OBLIGATION TO PROSECUTE APPLICATION

A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of funds for the PROJECT.

B. After the COUNTY has received notification that HUD has released funds for the PROJECT, the SUBGRANTEE shall be authorized to accept the proposal of any subcontractor for the PROJECT.

C. COUNTY agrees to abide by the Act, and all HUD rules and regulations promulgated to implement the Act.

VII. BILLING PROCEDURE

A. Upon release of Grant Funds by HUD for the PROJECT, the COUNTY shall make disbursements to the SUBGRANTEE as reimbursement for costs incurred by SUBGRANTEE for the PROJECT. All claims of SUBGRANTEE, shall comply with the following requirements:

   1. SUBGRANTEE shall submit a listing of all disbursements of Grant Funds, on a form provided by the COUNTY.

B. Request for Payment

   1. Any request for reimbursement pertaining to construction work shall include the following:

      a. For interim payments to contractors and subcontractors, certification that the work for which payment is requested has been performed and is in place and to the best of SUBGRANTEE's knowledge, information and belief that, the quality of such work is in accordance with the contract and subcontracts, subject to: (i) any evaluation of such work as a functioning PROJECT upon substantial completion; (ii) the results of any subsequent tests permitted by the subcontract; and (iii) any defects or deficiencies not readily apparent upon inspection of the work; and

      b. For final payment, that the work has been completed in a good, workmanlike, satisfactory manner and in conformance with the contract: and

      c. Any change orders must be authorized, in writing, by the SUBGRANTEE and a copy of such authorization shall be submitted to the CDC Office before payment pursuant to such change orders is made; and

      d. Processing of all requests for payment shall be contingent upon the submission of the required documentation by the contractor and subcontractor to the COUNTY that fully complies with Federal labor standards, Uniform Relocation Act or any other applicable Federal, State, County or local statutes, rules or regulations. COUNTY reserves the right to withhold a percentage of funded amount until all required documentation and work is performed to meet all federal and local standards; and

      e. SUBGRANTEE may request reimbursement for work completed and each Request for Payment must be accompanied by a copy of a cancelled check as documentation of payment to contractors. Alternatively, SUBGRANTEE may request that payment
be made directly to contractors for completed construction work on the Request for
Payment Form by specifying the payee company name and address.

2. Any Request for Payment pertaining to acquisition shall be accompanied by a copy of an
executed Contract for the purchase of real property and supporting documentation, if any,
requested by the CDC Office.

3. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents
representing any accounts payable, in such timely and reasonable manner as both parties
shall determine.

4. SUBGRANTEE shall cooperate with the COUNTY to facilitate the maintenance of
financial records by the COUNTY as required by the Office of Management and Budget’s
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

C. The COUNTY shall process an acceptable request for Payment of GRANT FUNDS in
accordance with this AGREEMENT, applicable HUD requirements and COUNTY fiscal
policies.

VIII. ADMINISTRATION AND REPORTING REQUIREMENTS

A. SUBGRANTEE shall administrate the Grant Funds in conformance with the regulations,
policies, guidelines and requirements of the Office of Management and Budget’s Uniform
Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,
codified at 2 CFR Part 200 (“Super Circular”) as it relates to the acceptance and use of federal
funds for the PROJECT.

B. SUBGRANTEE shall submit all required information to show compliance with applicable
laws, rules and regulations, as specified in this Agreement and shall submit to COUNTY a
quarterly progress report no later than the fifth (5th) day of the end of the quarter following the
activity being reported. Quarters are based on a grant year of April 1, 2018 through March 31,
2019; reports would therefore be due July 5, 2018, October 5, 2018, January 5, 2019 and April
5, 2019. Final Reports to be clearly marked “FINAL.” CDC staff may request monthly reports
instead of quarterly reports. Other reporting requirements are specified in Sections II and IV.

IX. TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENT

A. During the implementation of the PROJECT, COUNTY may terminate this Agreement or may
suspend payment of Grant Funds to SUBGRANTEE for SUBGRANTEE’s substantial breach
of the Agreement, abandonment of the PROJECT or occurrence rendering impossible the
performance by SUBGRANTEE of this Agreement.

B. During the implementation of the PROJECT, the COUNTY may suspend payments of Grant
Funds, due to use of funds in a manner unrelated to SUBGRANTEE’s performing the
PROJECT, failure by SUBGRANTEE in submitting supporting information or documentation
for a claim; submission by SUBGRANTEE of incorrect or incomplete reports, or
SUBGRANTEE’s suspension of its pursuit of the PROJECT.

C. In the event COUNTY elects to terminate this Agreement or to suspend payments, for any
reason stated hereinabove in paragraph A and B of this Section IX, it shall notify the
SUBGRANTEE, in writing, of such action, specifying the particular deficiency, at least five
(5) working days in advance of any such action and establishing a time and a place for the SUBGRANTEE to refute the alleged deficiency at a time prior to COUNTY's taking such action. After allowing the SUBGRANTEE the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment of the Grant Funds until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBGRANTEE of its liability to the COUNTY for any funds expended in violation of any of the terms of this Agreement.

D. SUBGRANTEE shall transfer to the COUNTY any GRANT FUNDS on hand and submit all billings attributable to this Project at the time this Agreement terminates or is suspended.

X. REMEDIES

A. In the event of any violation or breach of this Agreement by SUBGRANTEE, misuse or misapplication of funds derived from this Agreement by SUBGRANTEE, or any violation of any statutes, rules and regulations, directly or indirectly, by the SUBGRANTEE and/or any of its agents or representatives, then SUBGRANTEE, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any damages, penalties, and expenses, including attorneys’ fees and other costs of defense, resulting from such action or omission by SUBGRANTEE.

B. In the event HUD, or any other federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in paragraph A of this Section X, then the SUBGRANTEE shall immediately notify the COUNTY, in writing, providing the full details of the alleged violation. The SUBGRANTEE shall have the right to contest the claim through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the COUNTY. Upon any final adjudication, or upon any settlement agreed to between the SUBGRANTEE and the federal agency, the SUBGRANTEE shall promptly pay any funds found due and owing.

C. As long as the COUNTY is not in jeopardy of losing any other federal funding, of any kind or description, as a result of the alleged breach, the SUBGRANTEE shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as the COUNTY is indemnified.

D. If the COUNTY has lost or been prevented from receiving any federal funds, other than the Grant Funds, as a result of any alleged violation subject to the remedy provisions hereof, the SUBGRANTEE shall repay, upon demand by the COUNTY, such amount of Grant Funds allegedly due, as a result of the alleged breach, and the SUBGRANTEE may then pursue any remedy it may have in an appropriate forum.

XI. TIMELINESS

A. Time is of the essence of this Agreement. SUBGRANTEE shall be responsible for meeting the target dates listed in the Progress Schedule in below. Any target that the SUBGRANTEE does not achieve within two months of the date listed will result in the SUBGRANTEE submitting a revised implementation schedule for approval by Community Development Commission Staff. Failure to achieve these deadlines may result in the loss or reduction of grant funds.
Progress Schedule

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<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>50% of funds expended (claims submitted for 50% of funds)</td>
</tr>
<tr>
<td>2.</td>
<td>100% of funds expended (claims submitted for 100% of funds)</td>
</tr>
</tbody>
</table>

B. SUBGRANTEE shall complete the PROJECT by October 31, 2019. However, in the event of any alterations or additions or of circumstances beyond the control of SUBGRANTEE, which in the opinion of the Director of Community Services will require additional time for completion of the PROJECT, then in that case, the time of completion shall be extended by the Director of Community Services by a period of time not to exceed six (6) months.

C. If, after a period of twelve (12) months from the date of this Agreement, the SUBGRANTEE has not demonstrated significant progress toward completion and delays are determined to be within the control of the SUBGRANTEE; the Director of Community Services shall recommend to the COUNTY that this Agreement be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBGRANTEE of its action.

D. If SUBGRANTEE is delayed in the completion of the PROJECT by any cause legitimately beyond its control, such that it cannot complete the PROJECT within eighteen (18) months of the date of this Agreement or longer, it shall promptly give written notice to the Director of Community Services and to the COUNTY of the anticipated delay, the reasons therefore and request an extension of time for completion of the PROJECT. The Community Development Commission shall immediately consider the request and recommend such an extension of time as is found by it, in the reasonable exercise of its discretion, to be required for completion of the PROJECT due to the particular circumstances. The COUNTY shall act upon the extension request and recommendation, and notify the SUBGRANTEE of the time extension granted or of its denial of such request, and its intention to exercise the remedies available herein, including but not limited to suspension of further payments. A revised implementation schedule shall be submitted to the COUNTY for approval by SUBGRANTEE if the COUNTY grants an extension.

XII. MISCELLANEOUS PROVISIONS

A. AMENDMENTS - This Agreement constitutes the entire Agreement between the parties hereto. Any proposed change in this Agreement shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this Agreement shall be effective unless and until such changes are executed, in writing, by the authorized officers of each party.

B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This Agreement is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this Agreement.

C. ASSIGNMENT - except as provided in Section VI hereof, SUBGRANTEE shall not assign this Agreement or any part thereof and SUBGRANTEE shall not transfer or assign any Grant
Funds or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained.

D. ATTORNEY’S OPINION - If requested, SUBGRANTEE shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this Agreement, in a manner binding upon SUBGRANTEE, have been taken by SUBGRANTEE, and that SUBGRANTEE is in compliance with applicable local, state and federal statutes, rules and regulations for the purpose of complying with this Agreement.

E. DURATION – Unless determined otherwise by the COUNTY pursuant to the terms of this Agreement above, this Agreement will remain in effect for the period of affordability required by federal regulations under the ACT.

F. INDEMNIFICATION AND HOLD HARMLESS - SUBGRANTEE shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of SUBGRANTEE, its agents or employees, in undertaking and performing under this Agreement. The SUBGRANTEE does not hereby waive any defenses or immunity available to it with respect to third parties.

G. SEVERABILITY – In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

H. DISCLAIMER. Nothing in this AGREEMENT is to be construed as creating a partnership between the CDC and any other party to this AGREEMENT.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates recited below.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:                     
Daniel J. Cronin,  
Chairman DuPage County Board

DATE:                   
                        
ATTEST:                 
Jean Kaczmarek,       
County Clerk

SUBGRANTEE: DUPAGE COUNTY CARE CENTER

ADDRESS: 400 N. County Farm Rd.  
          Wheaton, IL 60187

BY:                     
Kenneth Moy DuPage Care Center Administrator

DATE:                   
                        
ATTEST:                 
Signature

Printed Name

Title
EXHIBIT A

The SUBGRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG funds in accordance with the ACT and DuPage Community Development Commission policies. Also, the SUBGRANTEE certifies with respect to the grant that:

A. It possesses legal authority to make a grant submission to the County and to execute an agreement to undertake a community development and/or housing program;

B. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the SUBGRANTEE to execute the Agreement, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBGRANTEE to act in connection with the execution of the Agreement and to provide such additional information as may be required.

C. Prior to submission of its application to the County, the SUBGRANTEE has:

1. Met the citizen participation requirements of 24 CFR part 91 and has provided citizens with:
   a. The estimate of the amount of CDBG FUNDS proposed to be used for activities that will benefit persons of low and moderate income; and
   b. Its plan for minimizing displacement of persons as a result of activities assisted with CDBG FUNDS and to assist persons actually displaced as a result of such activities;

2. Prepared its application in accordance with the policies of the DuPage Community Development Commission and made the application available to the public;

D. The grant will be conducted and administered in compliance with:


2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-208), as amended; and that the SUBGRANTEE will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

3. Section 109 of the Housing and Community Development Act of 1974, as amended C12 USC 1701u (Section 3); and the regulations issued pursuant hereto;

4. Section 3 of the Housing and Urban Development Act of 1968, as amended. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

   a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

5. Executive Order 11246-Equal Opportunity, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

6. Executive Order 11063-Equal Opportunity in Housing, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;

7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published in effect;

9. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as required under 24 CFR 570.606;

10. The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issues to implement such requirements;

11. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution;

12. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);


E. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR 570.608 and 24 CFR Part 35; and

F. When a grant is in excess of $100,000 it will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606, Section 508 of the Clean Water Act (Federal Pollution Control Act)(33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the County, HUD, and to the AESOP Assistant Administrator for Enforcement (EN-329).

G. It has developed its application so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the application may also include activities which the SUBGRANTEE certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

H. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the ACT or with amount resulting from a guarantee under Section 108 of the ACT by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the ACT are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the ACT; or (2) for purposes of assessing any amount against properties owned and occupied by low and moderate income persons, the SUBGRANTEE certifies that it lacks sufficient funds received under Section 106 of the ACT to comply with the requirements of subparagraph (1) above.
I. The SUBGRANTEE certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBGRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about
   a. The dangers of drug abuse in the workplace;
   b. The SUBGRANTEE's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1.);

4. Notifying the employee in the statement required by paragraph (1.) that, as a condition of employment under the grant, the employee will
   a. Abide by the terms of the statement; and
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

5. Notifying the DuPage County Community Development Commission within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction.

6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

J. It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
K. In regards to lobbying, the SUBGRANTEE certifies:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBGRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to disclose lobbying activities pursuant to 31 USC 1352.

3. The SUBGRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Community Development Block Grant Program
County of DuPage

The undersigned understands and agrees that it is a SUBGRANTEE of the Community Development Block Grant Program of the County of DuPage. The undersigned also agrees there shall be no discrimination against any employee who is employed in carrying out work from the assistance received from the County of DuPage and the Department of Housing and Urban Development, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SUBGRANTEE further agrees to the following:

A. It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving Federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the Community Development Block Grant program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR 130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.

B. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any Community Development Block Grant Program construction.

C. It will assist and cooperate actively with the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.

D. It will furnish the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.

E. It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for government contracts and Federally assisted construction contracts pursuant to the Executive Order.

F. It will carry out such sanctions and the Secretary of Labor, the County of DuPage or the Department of Housing and Urban Development may impose penalties for violation of the equal opportunity clause as upon contractors and subcontractors.

G. In the event that SUBGRANTEE fails or refuses to comply with the undertaking, the County of DuPage, or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend, in whole or in part, this grant, refrain from extending any further assistance to the SUBGRANTEE until satisfactory assurance of future compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.
SUBGRANTEE: DUPAGE COUNTY CARE CENTER

ADDRESS: 400 N. County Farm Rd.
Wheaton, IL 60187

BY: Kenneth Moy DuPage Care Center Administrator

DATE: _________________________________

ATTEST: ________________________________
Signature

Printed Name

Title
Resolution
FI-R-0010-19

BUDGET TRANSFERS-VARIOUS COMPANIES AND ACCOUNTING UNITS FISCAL YEAR 2018

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2018 fiscal year; and

WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: ____________________________
JEAN KACZMAREK, COUNTY CLERK
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Transfer</th>
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<tbody>
<tr>
<td>1100</td>
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<td></td>
<td>MAINTENANCE SUPPLIES</td>
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Total $24,249.00

To: 1000
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
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<tr>
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<td>FUEL &amp; LUBRICANTS</td>
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Total $24,249.00

Reason for Request:

Diesel fuel for the new storage tank at the Power Plant - FY18

Signature on File

Date 11/27/18

Activity

(optional)

Finance Department Use Only

Fiscal Year 2018 Budget Journal #    Acctg Period
Entered By/Date Released By/Date Posted By/Date

18 NOV 27 VM: 05:57

FINANCE RECEIVED

PW 12/14 P locations} 12/11
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000 Company #
Accounting Unit

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<tr>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Available Balance</th>
<th>Date of Balance</th>
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Total $75,000.00

To: 1000 Company #
Accounting Unit

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Total $75,000.00

Reason for Request:
FY18 - To cover the cost of the October water & sewer bills.

Signature on File

Finance Department Use Only

Please sign in blue ink on the original form****
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000
Company/Accounting Unit Name

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<th>Accounting Unit</th>
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<td>OPERATING SUPPLIES &amp; MATERIALS</td>
<td>$5,000.00</td>
<td>10,289.69</td>
<td>5,289.19</td>
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Total $5,000.00

To: 1000

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Total $5,000.00

Reason for Request:
Transfer money to cover cost of employee overtime.

Signature on File

Finance Department Use Only

Fiscal Year 2018
Budget Journal #
Acctg Period
Entered By/Date
Released By/Date
Posted By/Date
**DuPage County, Illinois**

**BUDGET ADJUSTMENT**

**Effective September 21, 2016**

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**Total** $200.00

**Reason for Request:**

To cover for office supplies.

**Signature on File**

**Signature on File**

**Activity**

(Add optional for Record Keeping)

**Finance Department Use Only**

**Fiscal Year 2018**

**Budget Journal #**

**Acctg Period**

**Entered By/Date**

**Released By/Date**

**Posted By/Date**

***Please sign in blue ink on the original form***

**Packet Pg. 410**

*Attachment: Budget Transfers 12-11-18 (FI-R-0010-19 : Budget Transfers 12-11-18)*
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective March 1, 2016

Request for Transfer of Funds

From: 1000 5700

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<td>REPAIR &amp; MTCE OTHER EQUIPMENT</td>
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<td>MILEAGE EXPENSE</td>
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Total $ 887.00

To: 1000 5700

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<th>Amount</th>
<th>Available Balance</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>52200</td>
<td></td>
<td></td>
<td>OPERATING SUPPLIES &amp; MATERIALS</td>
<td>$ 887.00</td>
<td>Prior Transfer</td>
<td>After Transfer</td>
</tr>
</tbody>
</table>

Total $ 887.00

Reason for Request:
We have an invoices that need to be paid and we don't have enough in the line item.

Signature on File
Department Head
Signature on File
Chief Financial Officer

***Please sign in blue ink on the original form***
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective September 21, 2016

From: 1100 / Recorder Document Storage  
Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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</thead>
<tbody>
<tr>
<td>4310</td>
<td>52000</td>
<td></td>
<td>FURN/MACH/EQUIP SMALL VALUE</td>
<td>$4,667.00</td>
<td>4667.35</td>
<td>35</td>
<td>11/30/18</td>
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<tr>
<td>4310</td>
<td>53807</td>
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<td>SOFTWARE MAINT AGREEMENTS</td>
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<td>23,702.10</td>
<td>22,302.10</td>
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Total $6,067.00

To: 1100 / Recorder Document Storage  
Company/Accounting Unit Name

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<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
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<th>Amount</th>
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<tr>
<td>4310</td>
<td>52100</td>
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<td>I.T. EQUIPMENT-SMALL VALUE</td>
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<td>(91.44)5975.56</td>
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<td>11/30/18</td>
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</tbody>
</table>

Total $6,067.00

Reason for Request:  
To cover for expenses incurred for new system equipment.

Signature on File

Finance Department Use Only

Fiscal Year 2018  
Budget Journal #  
Acctg Period  
Entered By/Date  
Released By/Date  
Posted By/Date  

Signature on File
DuPage County, Illinois  
**BUDGET ADJUSTMENT**  
Effective September 21, 2016

<table>
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<tr>
<th>Department/Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
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<td>Sheriff's Office/General Funds-Capital</td>
<td>1160</td>
<td>54100</td>
<td>IT EQUIPMENT</td>
<td>$75,916.53</td>
<td>58,980.53</td>
<td>11/27/18</td>
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<td></td>
<td>1160</td>
<td>54120</td>
<td>AUTOMOTIVE EQUIPMENT</td>
<td>$28,254.00</td>
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<td></td>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td>$45,190.00</td>
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<table>
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<tr>
<th>Department/Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
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<tbody>
<tr>
<td></td>
<td>1160</td>
<td>54110</td>
<td>EQUIPMENT AND MACHINERY</td>
<td>$13,697.68</td>
<td>58,787.68</td>
<td>11/27/18</td>
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</tbody>
</table>

**Total** $45,190.00

**Reason for Request:**
To cover incoming invoices for new builds for the Sheriff's new vehicles

**Signature on File**

---

**Finance Department Use Only**

Fiscal Year 2018  Budget Journal #  Acctg Period
Entered By/Date  Released By/Date  Posted By/Date

---

**Signature on File**
Resolution
FI-R-0011-19

ADDITIONAL APPROPRIATION FOR THE
G.O. 2010 BOND PROJECT FUND
COMPANY 6000 - ACCOUNTING UNIT 3110
$605,667

WHEREAS, appropriations for the G.O. 2010 Bond Project Fund for Fiscal Year 2018 were adopted by the County Board pursuant to Ordinance FI-O-0044-17; and

WHEREAS, the County of DuPage entered into Intergovernmental Agreement, Contract No. OWR-318, with the DuPage County Forest Preserve District and the State of Illinois Department of Natural Resources (IDNR) for the Hinsdale Graue-Mill Stormwater Project pursuant to Resolution SM-R-0132-15, providing for IDNR reimbursement of construction costs for the Comp Storage Component of the Hinsdale Graue-Mill Stormwater Project based upon submission of a billing from the County of DuPage; and

WHEREAS, the County of DuPage submitted a billing to the IDNR in the amount of $577,803 for the Comp Storage Component of the Hinsdale Graue-Mill Stormwater Project and received reimbursement of such; and

WHEREAS, in order to spend IDNR reimbursement, there is a need for an additional appropriation in the G.O. 2010 Bond Project Fund, Company 6000 - Accounting Unit 3110 - Account 54060 in the amount of $577,803 (FIVE HUNDRED SEVENTY-SEVEN THOUSAND, EIGHT HUNDRED THREE AND NO/100 DOLLARS); and

WHEREAS, there exists a need to appropriate the amount of $27,864 (TWENTY-SEVEN THOUSAND, EIGHT HUNDRED SIXTY-FOUR AND NO/100 DOLLARS) in the G.O. 2010 Bond Project Fund in Fiscal Year 2018 for additional Stormwater flood control related project expenditures that were not originally budgeted for in Fiscal Year 2018; and

WHEREAS, the current budget in the G.O. 2010 Bond Project Fund does not include sufficient appropriations to accommodate the aforementioned expenditures; and

WHEREAS, there is sufficient unappropriated cash in the G.O. 2010 Bond Project Fund to support an additional appropriation of $605,667 (SIX HUNDRED FIVE THOUSAND, SIX HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the total amount of $605,667 (SIX HUNDRED FIVE THOUSAND, SIX HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS) in the G.O. 2010 Bond Project Fund, Company 6000 - Accounting Unit 3110 - Account 54060 in Fiscal Year 2018, creates an emergency within the meaning of the Counties Act, Budget Division, (55, ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation in the amount of $605,667 (SIX HUNDRED FIVE THOUSAND, SIX HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS) in the G.O. 2010 Bond Project Fund, Company 6000 - Accounting Unit 3110 - Account 54060 (Drainage System Infrastructure) be
Resolution
FI-R-0011-19

added to the Fiscal Year 2018 Appropriation Ordinance.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _______________________________________
JEAN KACZMAREK, COUNTY CLERK
PLACING NAMES ON PAYROLL

WHEREAS, the DuPage County Board heretofore adopted a position classification and Pay Plan for all County employees.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on the regular or temporary payroll at the salaries, classifications, and with the effective date as more particularly set forth below:

CORPORATE FUND

REPLACEMENTS

FINANCE 1000-1150

Effective December 17, 2018
   David Williams, Buyer II
   Class 1553, Range 311 at $28.00 per hour

SHERIFF 1000-4410

Effective November 19, 2018
   Peter Ziecik, Deputy Sheriff
   Class 2233, Range 411 at $55,051 per year

Effective November 26, 2018
   Mitchell Samonte, Deputy Sheriff
   Class 2233, Range 411 at $55,051 per year

Effective November 26, 2018
   James Swatkowski, Deputy Sheriff
   Class 2233, Range 411 at $55,051 per year

Effective December 3, 2018
   Jasmine Perez, Civilian Jail Officer
   Class 2277, Range 108 at $26,199 per year
NON-CORPORATE FUND

REPLACEMENTS

ANIMAL SERVICES 1100-1300
Effective December 12, 2018
Anastasia Reusche, Kennel Assistant
Class 2305, Range 107 at $12.00 per hour

CARE CENTER 1200-2025
Effective December 1, 2018
Stephanie McCabe, Dining Services Worker
Class 4237, Range 106 at $10.92 per hour

CARE CENTER 1200-2035
Effective December 10, 2018
Faviola Solis, Housekeeper I
Class 4210, Range 106 at $22,722 per year

CARE CENTER 1200-2050
Effective November 26, 2018
Brianna Jones, Registered Nurse
Class 4124, Range 311 at $58,240 per year

Effective November 26, 2018
Mercedes Lopez, Registered Nurse
Class 4124, Range 311 at $56,160 per year

Effective December 3, 2018
Rhea Murphy, Certified Nursing Associate
Class 4111, Range 108 at $28,496 per year

Effective December 3, 2018
Carolyn Paras, Licensed Practical Nurse
Class 4121, Range 110 at $49,608 per year
PUBLIC WORKS 2000-2555

Effective December 12, 2018
Brett McBride, Water/Wastewater Maintenance Worker
Class 3214 at $48,960 per year

PROMOTIONS

CARE CENTER 1200-2010

Effective December 17, 2018
Marzena Rzeszowska, Principal Account Clerk
Class 1173, Range 110 at $45,000 per year, from
Class 1172, Range 109 at $34,679 per year

CARE CENTER 1200-2050

Effective January 7, 2019
Anesh Singh, Registered Nurse
Class 4124, Range 311 at $59,280 per year, from
Class 4121, Range 110 at $49,002 per year

COMMUNITY SERVICES 5000-1720

Effective December 12, 2018
Sabine Jacobs, Case Manager Coordinator
Class 1934, Range 111 at $52,500 per year, from
Class 1931, Range 110 at $46,349 per year

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this resolution to the Auditor, Treasurer, Finance Department, Human Resources Department, and one copy to the County Board.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

____________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _______________________________
JEAN KACZMAREK, COUNTY CLERK
Resolution
FI-R-0964-18

FI-R-0964A-18 Scrivener's Error

PLACING NAMES ON PAYROLL

WHEREAS, the DuPage County Board heretofore adopted a position classification and Pay Plan for all County employees.

WHEREAS, FI-R-0964-18 was approved November 27, 2018 the following employees had an incorrect annual salary amounts, the corrected amount is shown below.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on the regular or temporary payroll at the salaries, classifications, and with the effective date as more particularly set forth below:

Effective December 1, 2018
   David DeBoer, Equipment Operator II
   Class 3332 at $51,750 per year, from
   Class 3331 at $40,000 per year

Effective December 1, 2018
   Michael Smith, Equipment Operator II
   Class 3332 at $51,750 per year, from
   Class 3331 at $40,000 per year

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this resolution to the Auditor, Treasurer, Finance Department, Human Resources Department, and one copy to the County Board.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

______________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
Other Action Item

18-19-25

<table>
<thead>
<tr>
<th>Request Date: 12/11/18</th>
<th>Account Code: 1000-1001-53500, 53510,53610</th>
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Purpose of Trip: (explain fully the necessity of making the trip)
To attend the annual Legislative Conference

<table>
<thead>
<tr>
<th>Destination: Washington D.C.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date of Departure: 3-2-19</th>
<th>Date of Return Arrival: 3-6-19</th>
</tr>
</thead>
</table>

(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
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<tr>
<th>Item</th>
<th>Amount</th>
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<td>Transportation:</td>
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<td>Lodging:</td>
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</tr>
<tr>
<td>Rental Car:</td>
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<tr>
<td>Reference Materials:</td>
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<tr>
<td>Meals: (Per Diems)</td>
<td>315.00</td>
</tr>
<tr>
<td>Total</td>
<td>$2,505.00</td>
</tr>
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Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
MEMORANDUM

TO: DuPage County Board

FROM: DuPage County Development Committee

DATE: December 4, 2018

RE: Z18-054 Lee (Winfield/District 6)

DuPage County Board: December 11, 2018:

Development Committee: December 4, 2018: The DuPage County Development Committee recommended to approve the following zoning relief:

Conditional Use for Accessory Buildings (4 Existing Sheds) to remain less than 10 feet from the property line, where they have existed more than 5 years.

Subject to the following conditions:
1. The Conditional Use zoning relief is for the four existing sheds only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-054 Lee, on October 24, 2018.

2. That the Conditional Use zoning relief shall expire after five (5) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   b. The property is conveyed to new ownership.
   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping/screening around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the four existing sheds.
5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

**Zoning Hearing Officer: October 24, 2018:** The Zoning Hearing Officer recommended to approve the following zoning relief:

Conditional Use for Accessory Buildings (4 Existing Sheds) to remain less than 10 feet from the property line, where they have existed more than 5 years.

**Subject to the following conditions:**

1. The Conditional Use zoning relief is for the four existing sheds only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-054 Lee, on October 24, 2018.

2. That the Conditional Use zoning relief shall expire after five (5) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   
   b. The property is conveyed to new ownership.
   
   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping/screening around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the four existing sheds.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.
FINDINGS OF FACT:

A. That Hearing Officer finds that petitioner has demonstrated evidence for a Conditional Use for Accessory Buildings (4 Existing Sheds) to remain less than 10 feet from the property line, where they have existed more than 5 years.

B. That Hearing Officer finds that petitioner has demonstrated that the four subject sheds have been in existence prior to when the petitioner purchased the subject property, approximately 5 years ago.

C. That petitioner testified that the four existing sheds have been on the subject property for at least 20 years.

D. That petitioner testified that the two sheds near the east interior side property line are approximately 2.5 feet (north shed) and 1.9 feet (south shed) from the east interior side property line and that the two sheds near the west interior side property line are approximately 1.9 feet (north shed) and 0.9 feet (south shed) from the west interior side property line, measured from the corners of each shed, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-054 Lee, on October 24, 2018.

E. That petitioner testified that the 1,200 sq. ft. principal building on the subject property does not have a basement, causing limited storage on the subject property.

F. That petitioner testified that the four existing sheds are used as storage for household accessory equipment, such as a lawn mower, outdoor furniture, and children’s summer toys, such as bicycles.

G. That petitioner testified that there is no business operated on the subject property or out of the four subject sheds.

H. That petitioner testified that the four subject sheds were previously serviced with electricity but that the underground electrical pipes have since been removed.

I. The Hearing Officer finds that petitioner has demonstrated that the four existing sheds do not have any impact on adjacent properties and roadways; do not impact drainage; and do not impede on the supply of air and light to the subject property or adjacent properties.
**GENERAL ZONING CASE INFORMATION**

<table>
<thead>
<tr>
<th>CASE #/PETITIONER</th>
<th>Z18-054 Lee</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZONING REQUEST</td>
<td>Conditional Use for Accessory Buildings (4 Existing Sheds) to remain less than 10 feet from the Property Line, where they have existed more than 5 years.</td>
</tr>
<tr>
<td>OWNER</td>
<td>Felicidad Lee, 0N720 Flaming Oaks Ct, West Chicago, IL 60185</td>
</tr>
<tr>
<td>ADDRESS/LOCATION</td>
<td>0N720 Flaming Oaks Ct, West Chicago, IL 60185</td>
</tr>
<tr>
<td>TWSP./CTY. BD. DIST.</td>
<td>Winfield  District 6</td>
</tr>
<tr>
<td>ZONING/LUP</td>
<td>R-3 SF RES  0-5 DU AC</td>
</tr>
<tr>
<td>AREA</td>
<td>1.45 Acres</td>
</tr>
<tr>
<td>UTILITIES</td>
<td>Well and Septic</td>
</tr>
<tr>
<td>PUBLICATION DATE</td>
<td>Daily Herald: October 8, 2018</td>
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<tr>
<td>PUBLIC HEARING</td>
<td>October 24, 2018</td>
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</table>

**ADDITIONAL INFORMATION:**
- Building: No Objections.
- DUDOT: No Comment.
- Health: No Objections.
- Stormwater: No Objections.
- Public Works: No Objections. “We do not provide sewer or water to that area.”

**EXTERNAL:**
- City of West Chicago: No Comment.
- Winfield Township: No Comment.
- Township Highway: No Objections.
- West Chicago Fire Dist.: No Comment.
- Sch. Dist. 33: No Comment.
- Forest Preserve: No Objections.

**GENERAL BULK REQUIREMENTS:**

<table>
<thead>
<tr>
<th>REQUIREMENTS</th>
<th>REQUIRED</th>
<th>EXISTING</th>
<th>PROPOSED</th>
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<tbody>
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<td>Behind Front Wall</td>
<td>In Front of Front Wall and APPROX. 47.03 FEET</td>
<td>In Front of Front Wall and APPROX. 47.03 FEET</td>
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<tr>
<td>East Int. Side Yard</td>
<td>10 FEET</td>
<td>APPROX. 1.90 FEET</td>
<td>APPROX. 1.90 FEET</td>
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<tr>
<td>West Int. Side Yard</td>
<td>10 FEET</td>
<td>APPROX. 0.90 FEET</td>
<td>APPROX. 0.90 FEET</td>
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<tr>
<td>South Rear Yard</td>
<td>3 FEET</td>
<td>APPROX. 156 FEET</td>
<td>APPROX. 156 FEET</td>
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<td>Zoning</td>
<td>Existing Use</td>
<td>LUP</td>
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</tr>
<tr>
<td>Subject</td>
<td>R-3 SF RES</td>
<td>House</td>
<td>0-5 DU AC</td>
</tr>
<tr>
<td>North</td>
<td>Flaming Oaks Court and R-3 SF RES</td>
<td>House</td>
<td>0-5 DU AC</td>
</tr>
<tr>
<td>South</td>
<td>City of West Chicago</td>
<td>House</td>
<td>City of West Chicago</td>
</tr>
<tr>
<td>East</td>
<td>R-3 SF RES</td>
<td>Vacant</td>
<td>0-5 DU AC</td>
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<tr>
<td>West</td>
<td>City of West Chicago</td>
<td>House</td>
<td>City of West Chicago</td>
</tr>
</tbody>
</table>
QUESTIONNAIRE REGARDING THE SUBJECT PROPERTY:

1. For what type of building or structure are you seeking zoning relief? Outdoor Sheds

2. How long have you owned the property? 1001 December 2013

3. Was the building or structure on the property when you bought the property? Yes

4. Did you build the building or structure? No

5. How long has the building or structure been on the property? At least 20 years

6. How close is the building or structure from the front, side and rear property lines:
   a. Front: 190 feet
   b. Side: 120 feet
   c. Corner Side: 90 feet
   d. Rear: 300 feet

7. Why do you need the building or structure? To store bikes, garden tools, summer toys, laundry, patio furniture, etc.

8. Explain reasons why you can not relocate building or structure to an area on the property that would meet the code (e.g.: too close would be to destroy; location of septic failed, existing vegetation would be destroyed, grade of property): Not practical to move

9. Do you have any letters of support from neighbors (attach):
AFFIDAVIT:
CASE NAME AND NUMBER: Z18-054 Lee

I, Felicidad Lee, the owner of the property for which the attached survey has been submitted, do hereby certify that this survey is a correct representation of my property as of this 22 day of October 2018.

Petitioner’s Name: Felicidad Lee
Petitioner’s Address: 10720 Flaming Oaks CT West Chicago IL 60185

NOTARY SEAL:
SUBSCRIBED AND SWORN TO BEFORE ME THIS:
22nd DAY OF October 2018

[Seal]
Eileen M. Schwalm
NOTARY PUBLIC SIGNATURE

Attachment: Z18-054 (DC-O-0001-19 : Z18-054 Lee)
ORDINANCE
Zoning Petition Z18-054 Lee

WHEREAS, a public hearing was held on October 24, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Conditional Use for Accessory Buildings (4 Existing Sheds) to remain less than 10 feet from the property line, where they have existed more than 5 years, on the property hereinafter described:

PARCEL 1: LOT 6 IN DELANEY’S SUBDIVISION, A SUBDIVISION OF PART OF SECTION V10 TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1955 AS DOCUMENT NUMBER 784307, AND RE-RECORDED ON MARCH 26, 1958 AS DOCUMENT NUMBER 794056, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10 AND RUNNING THENCE SOUTH 88 DEGREES 42 MINUTES WEST ALONG THE CENTER LINE OF GENEVA ROAD, ALSO KNOWN AS WASHINGTON STREET, 568.0 FEET; THENCE SOUTH 2 DEGREES 15 MINUTES WEST, 484.2 FEET TO AN IRON PIPE STAKE FOR A PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 42 MINUTES EAST, PARALLEL WITH THE CENTER LINE OF SAID ROAD, 48.7 FEET; THENCE SOUTH 1 DEGREE 18 MINUTES EAST, 100.0 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES WEST, PARALLEL WITH SAID CENTER LINE OF ROAD, 200.0 FEET; THENCE NORTH 1 DEGREE 18 MINUTES WEST, 100.0 FEET; THENCE NORTH 88 DEGREES 42 MINUTES EAST, PARALLEL WITH SAID CENTER LINE OF ROAD, 151.3 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOT 7 LYING EAST OF THE WEST LINE OF LOTS 6 AND 8 EXTENDED TO THE SOUTH LINE OF SAID LOT 7 AND WEST OF THE EAST LINE OF LOTS 6 AND 8 EXTENDED SOUTH, IN DELANEY’S SUBDIVISION, A SUBDIVISION OF PART OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1955 AS DOCUMENT NUMBER 784307 AND RE-RECORDED ON MARCH 26, 1958 AS DOCUMENT NUMBER 794056, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on October 24, 2018 does find as follows:
FINDINGS OF FACT:

A. That Hearing Officer finds that petitioner has demonstrated evidence for a Conditional Use for Accessory Buildings (4 Existing Sheds) to remain less than 10 feet from the property line, where they have existed more than 5 years.

B. That Hearing Officer finds that petitioner has demonstrated that the four subject sheds have been in existence prior to when the petitioner purchased the subject property, approximately 5 years ago.

C. That petitioner testified that the four existing sheds have been on the subject property for at least 20 years.

D. That petitioner testified that the two sheds near the east interior side property line are approximately 2.5 feet (north shed) and 1.9 feet (south shed) from the east interior side property line and that the two sheds near the west interior side property line are approximately 1.9 feet (north shed) and 0.9 feet (south shed) from the west interior side property line, measured from the corners of each shed, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-054 Lee, on October 24, 2018.

E. That petitioner testified that the 1,200 sq. ft. principal building on the subject property does not have a basement, causing limited storage on the subject property.

F. That petitioner testified that the four existing sheds are used as storage for household accessory equipment, such as a lawn mower, outdoor furniture, and children’s summer toys, such as bicycles.

G. That petitioner testified that there is no business operated on the subject property or out of the four subject sheds.

H. That petitioner testified that the four subject sheds were previously serviced with electricity but that the underground electrical pipes have since been removed.

I. The Hearing Officer finds that petitioner has demonstrated that the four existing sheds do not have any impact on adjacent properties and roadways; do not impact drainage; and do not impede on the supply of air and light to the subject property or adjacent properties.
**GENERAL ZONING CASE INFORMATION**

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<tr>
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<td>OWNER</td>
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<tr>
<td>AREA</td>
<td>1.45 Acres</td>
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<td>UTILITIES</td>
<td>Well and Septic</td>
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<td>PUBLICATION DATE</td>
<td>Daily Herald: October 8, 2018</td>
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<td>PUBLIC HEARING</td>
<td>October 24, 2018</td>
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**ADDITIONAL INFORMATION:**

- Building: No Objections.
- DUDOT: No Comment.
- Health: No Objections.
- Stormwater: No Objections.
- Public Works: No Objections. “We do not provide sewer or water to that area.”

**EXTERNAL:**

- City of West Chicago: No Comment.
- Winfield Township: No Comment.
- Township Highway: No Objections.
- West Chicago Fire Dist.: No Comment.
- Sch. Dist. 33: No Comment.
- Forest Preserve: No Objections.

**GENERAL BULK REQUIREMENTS:**

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WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on October 24, 2018 recommends to approve the following zoning relief:

Conditional Use for Accessory Buildings (4 Existing Sheds) to remain less than 10 feet from the property line, where they have existed more than 5 years.

**Subject to the following conditions:**

1. The Conditional Use zoning relief is for the four existing sheds only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-054 Lee, on October 24, 2018.

2. That the Conditional Use zoning relief shall expire after five (5) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   b. The property is conveyed to new ownership.
   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping/screening around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the four existing sheds.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.
WHEREAS, the County Board Development Committee on December 4, 2018, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Conditional Use for Accessory Buildings (4 Existing Sheds) to remain less than 10 feet from the property line, where they have existed more than 5 years.

Subject to the following conditions:

1. The Conditional Use zoning relief is for the four existing sheds only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-054 Lee, on October 24, 2018.

2. That the Conditional Use zoning relief shall expire after five (5) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   b. The property is conveyed to new ownership.
   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping/screening around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the four existing sheds.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

Conditional Use for Accessory Buildings (4 Existing Sheds) to remain less than 10 feet from the property line, where they have existed more than 5 years, on the property hereinafter described:
PARCEL 1: LOT 6 IN DELANEY’S SUBDIVISION, A SUBDIVISION OF PART OF SECTION V10 TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1955 AS DOCUMENT NUMBER 784307, AND RE-RECORDED ON MARCH 26, 1958 AS DOCUMENT NUMBER 794056, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10 AND RUNNING THENCE SOUTH 88 DEGREES 42 MINUTES WEST ALONG THE CENTER LINE OF GENEVA ROAD, ALSO KNOWN AS WASHINGTON STREET, 568.0 FEET; THENCE SOUTH 2 DEGREES 15 MINUTES WEST, 484.2 FEET TO AN IRON PIPE STAKE FOR A PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 42 MINUTES EAST, PARALLEL WITH THE CENTER LINE OF SAID ROAD, 48.7 FEET; THENCE SOUTH 1 DEGREE 18 MINUTES EAST, 100.0 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES WEST, PARALLEL WITH SAID CENTER LINE OF ROAD, 200.0 FEET; THENCE NORTH 1 DEGREE 18 MINUTES WEST, 100.0 FEET; THENCE NORTH 88 DEGREES 42 MINUTES EAST, PARALLEL WITH SAID CENTER LINE OF ROAD, 151.3 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOT 7 LYING EAST OF THE WEST LINE OF LOTS 6 AND 8 EXTENDED TO THE SOUTH LINE OF SAID LOT 7 AND WEST OF THE EAST LINE OF LOTS 6 AND 8 EXTENDED SOUTH, IN DELANEY’S SUBDIVISION, A SUBDIVISION OF PART OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1955 AS DOCUMENT NUMBER 784307 AND RE-RECORDED ON MARCH 26, 1958 AS DOCUMENT NUMBER 794056, IN DUPAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. The Conditional Use zoning relief is for the four existing sheds only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-054 Lee, on October 24, 2018.

2. That the Conditional Use zoning relief shall expire after five (5) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

   b. The property is conveyed to new ownership.

   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping/screening around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the four existing sheds.
5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; FELICIDAD LEE, 0N720 FLAMING OAKS CT, WEST CHICAGO, IL 60185; and Township Assessor, Winfield Township, 130 Arbor Avenue, West Chicago, IL 60185.

Enacted and approved this ______ day of ____________ 2018, A.D.

_______________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: ____________________
JEAN KACZMAREK, COUNTY CLERK
MEMORANDUM

TO: DuPage County Board
FROM: DuPage County Development Committee
DATE: December 4, 2018
RE: Z18-060 Murphy (Wayne/District 6)

DuPage County Board: December 11, 2018:

Development Committee: December 4, 2018: The DuPage County Development Committee recommended to approve the following zoning relief:

Conditional Use to allow an existing shed to remain less than 10 feet from the side property line (approximately 4 feet), where the shed has existed for more than 5 years.

Subject to the following conditions:
1. The Conditional Use zoning relief is for the existing shed only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-060 Murphy, on October 24, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   b. The property is conveyed to new ownership.
   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping/screening around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the existing shed.
5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

Zoning Hearing Officer: October 24, 2018: The Zoning Hearing Officer recommended to approve the following zoning relief:

Conditional Use to allow an existing shed to remain less than 10 feet from the side property line (approximately 4 feet), where the shed has existed for more than 5 years.

Subject to the following conditions:
1. The Conditional Use zoning relief is for the existing shed only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-060 Murphy, on October 24, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   
a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

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3. That petitioner maintains the existing landscaping/screening around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the existing shed.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.
FINDINGS OF FACT:
A. That Hearing Officer finds that petitioner has demonstrated evidence for a Conditional Use to allow an existing shed to remain less than 10 feet from the side property line (approximately 4 feet), where the shed has existed for more than 5 years.

B. That petitioner testified that she has owned the subject property since approximately 1959.

C. That petitioner testified that the existing shed has been on the subject property for approximately 40 years and was built by her husband.

D. That petitioner testified that the principal building on the subject property does not have a basement, causing limited storage on the subject property.

E. That petitioner testified that the existing shed is used as storage for household accessory equipment, such as snowblowers and garden tools.

F. That petitioner testified that the existing shed is not serviced with any utilities.

G. The Hearing Officer finds that petitioner has demonstrated that the existing shed does not have any impact on adjacent properties and roadways; does not impact drainage; and does not impede on the supply of air and light to the subject property or adjacent properties.
GENERAL ZONING CASE INFORMATION

CASE #/PETITIONER: Z18-060 Murphy

ZONING REQUEST: Conditional use to allow an existing shed to remain less than 10 feet from the side property line (approximately 4 feet), where the shed has existed for more than 5 years.

OWNER: APRIL MURPHY, 30W536 ARBOR LANE, WEST CHICAGO, IL 60185

ADDRESS/LOCATION: 30W536 ARBOR LANE, WEST CHICAGO IL 60185

PIN: 01-28-106-015

TWSP./CTY. BD. DIST.: Wayne District 6

ZONING/LUP: R-3 SF RES 0-5 DU AC

AREA: 0.57 (24,829 sq. ft.)

UTILITIES: Well and Septic

PUBLICATION DATE: Daily Herald: October 8, 2018

PUBLIC HEARING: October 24, 2018

ADDITIONAL INFORMATION:

Building: No Objections.

DUDOT: No Comment.

Health: No Objections.

Stormwater: No Objections.

Public Works: No Objections. “We do not provide sewer or water to that area.”

EXTERNAL:

City of West Chicago: No Comment.

Village of Wayne: No Objections.

Wayne Township: No Comment.

Township Highway: No Comment.

West Chicago Fire Dist.: No Comment.


Forest Preserve: No Objections.

GENERAL BULK REQUIREMENTS:

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QUESTIONNAIRE REGARDING THE SUBJECT PROPERTY:

1. For what type of building or structure are you seeking zoning relief? [ ]

2. How long have you owned the property:
   [ ]
   [ ]
   [ ]

3. Was the building or structure on the property when you bought the property:
   [ ]
   [ ]
   [ ]

4. Did you build the building or structure:
   [ ]
   [ ]
   [ ]

5. How long has the building or structure been on the property:
   [ ]
   [ ]
   [ ]

6. How close is the building or structure from the front, side and rear property lines:
   [ ]
   [ ]
   [ ]

7. Why do you need the building or structure:
   [ ]
   [ ]
   [ ]

8. Explain reasons why you cannot relocate building or structure to an area on the property that would meet the code (e.g. to move would be to destroy; location of septic failed; existing vegetation would be destroyed, grade of property):
   [ ]
   [ ]
   [ ]

9. Do you have any letters of support from neighbors (attach):
   [ ]
   [ ]
   [ ]
Additional Information Submitted by Petitioner:

October 19, 2018

DuPage County Zoning
421 N. County Farm Rd.
Wheaton, IL, 60187

Re: Zoning Petition Z18-060 Murphy

Dear Zoning Committee:

I recently received a notice of a public hearing regarding our neighbors the Murphy’s shed being less that 10 ft. from the side property line. I am unable to attend the meeting due to work and I hope this letter will be sufficient to voice my opinion.

I have no issue with the Murphy’s shed remaining where it is.

If you have any questions please feel free to call me at 630-607-8926.

Sincerely,

Melissa Cosme
30W485 Mulberry Dr.
West Chicago, IL, 60185
ORDINANCE
Zoning Petition Z18-060 Murphy

WHEREAS, a public hearing was held on October 24, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Conditional Use to allow an existing shed to remain less than 10 feet from the side property line (approximately 4 feet), where the shed has existed for more than 5 years, on the property hereinafter described:

LOT 471 IN ROBERT BARTLETT’S OAK MEADOWS SUBDIVISION UNIT 3, BEING A SUBDIVISION IN SECTIONS 21 AND 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1953 AS DOCUMENT 695749, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on October 24, 2018 does find as follows:

FINDINGS OF FACT:
A. That Hearing Officer finds that petitioner has demonstrated evidence for a Conditional Use to allow an existing shed to remain less than 10 feet from the side property line (approximately 4 feet), where the shed has existed for more than 5 years.

B. That petitioner testified that she has owned the subject property since approximately 1959.

C. That petitioner testified that the existing shed has been on the subject property for approximately 40 years and was built by her husband.

D. That petitioner testified that the principal building on the subject property does not have a basement, causing limited storage on the subject property.

E. That petitioner testified that the existing shed is used as storage for household accessory equipment, such as snowblowers and garden tools.

F. That petitioner testified that the existing shed is not serviced with any utilities.
G. The Hearing Officer finds that petitioner has demonstrated that the existing shed does not have any impact on adjacent properties and roadways; does not impact drainage; and does not impede on the supply of air and light to the subject property or adjacent properties.

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- Health: No Objections.
- Stormwater: No Objections.
- Public Works: No Objections. “We do not provide sewer or water to that area.”

EXTERNAL:
- City of West Chicago: No Comment.
- Village of Wayne: No Objections.
- Wayne Township: No Comment.
- Township Highway: No Comment.
- West Chicago Fire Dist.: No Comment.
- Forest Preserve: No Objections.

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WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on October 24, 2018 recommends to approve the following zoning relief:

Conditional Use to allow an existing shed to remain less than 10 feet from the side property line (approximately 4 feet), where the shed has existed for more than 5 years.

Subject to the following conditions:

1. The Conditional Use zoning relief is for the existing shed only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-060 Murphy, on October 24, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   b. The property is conveyed to new ownership.
   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping/screening around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the existing shed.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.
WHEREAS, the County Board Development Committee on December 4, 2018, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends the following zoning relief:

Conditional Use to allow an existing shed to remain less than 10 feet from the side property line (approximately 4 feet), where the shed has existed for more than 5 years.

Subject to the following conditions:
1. The Conditional Use zoning relief is for the existing shed only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-060 Murphy, on October 24, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   b. The property is conveyed to new ownership.
   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping/screening around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the existing shed.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

Conditional Use to allow an existing shed to remain less than 10 feet from the side property line (approximately 4 feet), where the shed has existed for more than 5 years, on the property hereinafter described:
LOT 471 IN ROBERT BARTLETT’S OAK MEADOWS SUBDIVISION UNIT 3, BEING A SUBDIVISION IN SECTIONS 21 AND 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1953 AS DOCUMENT 695749, IN DUPAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. The Conditional Use zoning relief is for the existing shed only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-060 Murphy, on October 24, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   b. The property is conveyed to new ownership.
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3. That petitioner maintains the existing landscaping/screening around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the existing shed.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and
BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; APRIL MURPHY, 30W536 ARBOR LANE, WEST CHICAGO, IL 60185; and Township Assessor, Wayne Township, 27W031 North Avenue, West Chicago, IL 60185.

Enacted and approved this ______ day of ____________ 2018, A.D.

_______________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: _____________________
JEAN KACZMAREK, COUNTY CLERK
MEMORANDUM

TO: DuPage County Board
FROM: DuPage County Development Committee
DATE: December 4, 2018
RE: Z18-063 Ohlmann (Milton/District 4)

DuPage County Board: December 11, 2018:

Development Committee: December 4, 2018: The DuPage County Development Committee recommended to approve the following zoning relief:

Conditional use to allow existing shed on property where the shed has existed more than 5 years, to be less than 3 feet (approx. 0.81 feet) from side property line.

Subject to the following conditions:
1. The Conditional Use zoning relief is for the existing shed only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-063 Ohlmann, on October 24, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
   b. The property is conveyed to new ownership.
   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping/screening around the perimeter of the subject property.
4. That petitioner shall not light/illuminate the existing shed.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

Zoning Hearing Officer: October 24, 2018: The Zoning Hearing Officer recommended to approve the following zoning relief:

Conditional use to allow existing shed on property where the shed has existed more than 5 years, to be less than 3 feet (approx. 0.81 feet) from side property line.

Subject to the following conditions:
1. The Conditional Use zoning relief is for the existing shed only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-063 Ohlmann, on October 24, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
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   b. The property is conveyed to new ownership.
   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping/screening around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the existing shed.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

**FINDINGS OF FACT:**
A. That Hearing Officer finds that petitioner has demonstrated evidence for a Conditional use to allow existing shed on property where the shed has existed more than 5 years, to be less than 3 feet (approx. 0.81 feet) from side property line.

B. That Hearing Officer finds that petitioner has demonstrated that the subject shed has been in existence prior to when the petitioner purchased the subject property, approximately 24 years ago.

C. That petitioner testified that the existing shed has been on the subject property for at least 25 years.

D. That petitioner testified that the principal building on the subject property does not have a basement, causing limited storage.

E. That petitioner testified that the existing shed is used as storage for household accessory equipment, such as a lawn mower, snowblower, and outdoor furniture.

F. That petitioner testified that the existing shed is serviced with electricity but does not have any exterior lighting.

G. That petitioner testified that the adjacent property owner to the west submitted a signed petition in support of petitioner’s request for a Conditional use to allow existing shed on property where the shed has existed more than 5 years, to be less than 3 feet (approx. 0.81 feet) from side property line.

H. The Hearing Officer finds that petitioner has demonstrated that the existing shed does not have any impact on adjacent properties and roadways; does not impact drainage; and does not impede on the supply of air and light to the subject property or adjacent properties.
GENERAL ZONING CASE INFORMATION

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ADDITIONAL INFORMATION:

Building: No Objections.
DUDOT: No Comments.
Health: No Objections.
Stormwater: No Objections.
Public Works: No Objections.

EXTERNAL:

City of Wheaton: No Comments.
Village of Glen Ellyn: No Comments.
Village of Lisle: No Comments.
Milton Township: No Objections.
Township Highway: No Objections.
Lisle Woodridge Fire Dist.: No Comments.
Sch. Dist. 89: No Comments.
Forest Preserve: No Comments.

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QUESTIONNAIRE REGARDING THE SUBJECT PROPERTY:

1. For what type of building or structure are you seeking zoning relief: existing shed.

2. How long have you owned the property: 24 years.

3. Was the building or structure on the property when you bought the property: yes.

4. Did you build the building or structure: no.

5. How long has the building or structure been on the property: at least 25 years.

6. How close is the building or structure from the front, side and rear property lines:
   a. Front: 110.4 ft
   b. Side: .81 ft (from west side of lot)
   c. Corner Side: 70.92 ft (from east side of lot)
   d. Rear: 5.0 ft

7. Why do you need the building or structure: The storage is essential for our mower, snowblower, and outdoor furniture. Our home is on a slab so we have no basement and we have very little usable attic space. We have two cars and a two-car garage that is already lined with shelving and pegboard for storage so no additional space is available in our garage. We also have two children whose bedrooms are used for their belongings. Part of our decision to buy the home was the existing shed.

8. Explain reasons why you cannot relocate building or structure to an area on the property that would meet the code (e.g., to move would be to destroy; location of tents failed, existing vegetation would be destroyed, grade of property): Moving the shed would require demolishing it and jackhammering a concrete ramp in front of its doors. Building a new shed at the other rear corner of the lot would require removal of a 25 year-old maple tree.

9. Do you have any letters of support from neighbors (attach): No letters but the neighbors directly behind us have lived there for over 20 years and have no problem with the shed. The neighbors to the west (the side with the shed) recently purchased the home and just completed their own shed of the same size that sits next to our shed.
AFFIDAVIT:
CASE NAME AND NUMBER: Z18-063 OHLMANN

I, BRENT OHLMANN, the owner of the property for which the attached survey has been submitted, do hereby certify that this survey is a correct representation of my property as of this 18th day of October 2018.

Petitioner's Name: BRENT OHLMANN
Petitioner's Address: 230221 WINDSOR DR.
                      GLEN ELlyn, IL 60137

I have drawn a 10 x 20' addition onto the northwest corner of the house. This was built right after the original survey was made.

NOTARY SEAL:
SUBSCRIBED AND SWORN TO BEFORE ME THIS:
18th DAY OF October, 2018

NOTARY PUBLIC SIGNATURE

Jeffrey R. Van Dyke
Notary Public - State of Illinois
My Commission Expires 10/12/2020

Jack T. Knuepfer Administration Building, 421 N. County Farm Road, Wheaton, Illinois 60187
Additional Information Submitted by Petitioner:
ORDINANCE
Zoning Petition Z18-063 Ohlmann

WHEREAS, a public hearing was held on October 24, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Conditional use to allow existing shed on property where the shed has existed more than 5 years, to be less than 3 feet (approx. 0.81 feet) from side property line, on the property hereinafter described:

LOT 17 IN BLOCK 4 IN FOXCROFT UNIT NUMBER 3, BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1968 AS DOCUMENT R68-20041, AND CERTIFICATES OF CORRECTION FILED JUNE 26, 1968, AS DOCUMENT R68-27196, AND MARCH 12, 1969 AS DOCUMENT R69-11898, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on October 24, 2018 does find as follows:

FINDINGS OF FACT:
A. That Hearing Officer finds that petitioner has demonstrated evidence for a Conditional use to allow existing shed on property where the shed has existed more than 5 years, to be less than 3 feet (approx. 0.81 feet) from side property line.

B. That Hearing Officer finds that petitioner has demonstrated that the subject shed has been in existence prior to when the petitioner purchased the subject property, approximately 24 years ago.

C. That petitioner testified that the existing shed has been on the subject property for at least 25 years.

D. That petitioner testified that the principal building on the subject property does not have a basement, causing limited storage.

E. That petitioner testified that the existing shed is used as storage for household accessory equipment, such as a lawn mower, snowblower, and outdoor furniture.
F. That petitioner testified that the existing shed is serviced with electricity but does not have any exterior lighting.

G. That petitioner testified that the adjacent property owner to the west submitted a signed petition in support of petitioner’s request for a Conditional use to allow existing shed on property where the shed has existed more than 5 years, to be less than 3 feet (approx. 0.81 feet) from side property line.

H. The Hearing Officer finds that petitioner has demonstrated that the existing shed does not have any impact on adjacent properties and roadways; does not impact drainage; and does not impede on the supply of air and light to the subject property or adjacent properties.

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WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on October 24, 2018 recommends to approve the following zoning relief:

Conditional use to allow existing shed on property where the shed has existed more than 5 years, to be less than 3 feet (approx. 0.81 feet) from side property line.

Subject to the following conditions:

1. The Conditional Use zoning relief is for the existing shed only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-063 Ohlmann, on October 24, 2018.

2. That the Conditional Use zoning relief shall expire after ten (10) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:

   a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.

   b. The property is conveyed to new ownership.

   c. The structure is voluntarily removed.

3. That petitioner maintains the existing landscaping/screening around the perimeter of the subject property.

4. That petitioner shall not light/illuminate the existing shed.
5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

WHEREAS, the County Board Development Committee on December 4, 2018, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

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5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent
NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

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The Zoning Relief is subject to the following conditions:

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6. That the property be developed in accordance with all other codes and Ordinances of DuPage County.
BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; BRENT OHLMANN, 23W221 WINDSOR RD., GLEN ELLYN, IL 60137; and Township Assessor, Milton Township, 1492 N. Main Street, Wheaton, IL 60187.

Enacted and approved this ______ day of ___________ 2018, A.D.

_______________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: ______________________________
JEAN KACZMAREK, COUNTY CLERK
MEMORANDUM

TO: DuPage County Board
FROM: DuPage County Development Committee
DATE: December 4, 2018
RE: Z18-065 Augustinas (Downers Grove S./ District 3)

DuPage County Board: December 11, 2018:

Development Committee: December 4, 2018: The DuPage County Development Committee recommended to approve the following zoning relief:

Variation to reduce required lot size from 40,000 sq. ft. to approximately 20,000 square feet for two lots, both served with well and septic.

Subject to the following conditions:
1. The Variation zoning relief is for a proposed lot subdivision as depicted on the petitioner’s site plan made part of Zoning Petition Z18-065 Augustinas, on October 24, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

Zoning Hearing Officer: October 24, 2018: The Zoning Hearing Officer recommended to approve the following zoning relief:

Variation to reduce required lot size from 40,000 sq. ft. to approximately 20,000 square feet for two lots, both served with well and septic.
Subject to the following conditions:
1. The Variation zoning relief is for a proposed lot subdivision as depicted on the petitioner’s site plan made part of Zoning Petition Z18-065 Augustinas, on October 24, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

FINDINGS OF FACT:
A. That Hearing Officer finds that petitioner has demonstrated evidence for a Variation to reduce required lot size from 40,000 sq. ft. to approximately 20,000 square feet for two lots, both served with well and septic.

B. That petitioner testified that he seeks the subject zoning relief to divide the subject property into two new lots. As such, petitioner testified that he will continue to reside in the existing house and his daughter will build a new house on the proposed lot.

C. That petitioner testified that the proposed division of property will create two new lots, each approximately 22,185 sq. ft.

D. That petitioner testified that he has owned the subject property since approximately 2003.

E. That petitioner testified that the subject property is located off of I-55 and Frontage Road, and that the subject property faces the sound barrier wall for I-55.

F. That petitioner testified that the subject property’s neighborhood has various lot sizes, ranging from a half-acre to over one acre. As such, petitioner testified that the proposed reduction in lot size is consistent with other lot sizes in the immediate area.

   - Furthermore, that petitioner testified that properties directly west and southwest of the subject property are approximately a (1/2) half-acre in lot size, and that properties east and southeast of the subject property are approximately (1) one acre in lot size.

G. That petitioner testified that the subject lot is serviced by well and septic utilities, and that water and sewer utilities are unavailable to the subject property.
H. That petitioner testified that if sewer and water were available to the proposed lots then the subject zoning relief would not be required.

I. That petitioner testified that the three property owners adjacent to the subject property have submitted signed petitions in support of petitioner’s request for a Variation to reduce required lot size from 40,000 sq. ft. to approximately 20,000 square feet for two lots, both served with well and septic.

J. That Hearing Officer finds that petitioner has demonstrated that the proposed reduction in lot size for the subject property is consistent with the neighborhood’s current lot sizes and character.

**GENERAL ZONING CASE INFORMATION**

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<td>Downers Grove S.</td>
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<td>R-3 SF RES</td>
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<td>PUBLIC HEARING</td>
<td>October 24, 2018</td>
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**ADDITIONAL INFORMATION:**

Building:       No Objections.
DUDOT:          No Comment.
Health:         I object/ have concerns with the petition. (See attached documentation)
Stormwater:     No Objections with the concept of the petition. Additional information by be required at time of permit application.
Public Works:   No Objections. “We do not provide sewer or water to that area.”

**EXTERNAL:**

Village of Woodridge: No Comment.
City of Darien: No Comment.
Village of Lemont: No Comment.
Downers Grove Township: No Objections.
Township Highway: No Comment.
Lemont Fire Dist.: No Objections.
Sch. Dist. 113a: No Comment.
Forest Preserve: No Comment.

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### LAND USE

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**Building & Zoning Department**

630-407-670 Fax: 630-407-6702

www.dupageco.org/buildin

**DUPAGE COUNTY ZONING HEARING OFFICER PROGRAM**

Zoning Petition Z18-065 Augustinas

Please review the information herein and return with your comments to: Jessica Infelise, DuPage County Building and Zoning Department, 421 North County Farm Road, Wheaton, Illinois 60187; or via email at Jessica.Infelise@dupageco.org or via facsimile at 630-407-6702 by OCTOBER 23, 2018.

<table>
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<th>COMMENT SECTION:</th>
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<tr>
<td>V I O L A T E  N O OBJECTION/CONCERNS WITH THE PETITION.</td>
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<td>V I O L A T E  N O OBJECTION/CONCERNS WITH THE CONCEPT OF THE PETITION.</td>
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<tr>
<td>ADDITIONAL INFORMATION MAY BE REQUIRED AT TIME OF PERMIT APPLICATION.</td>
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<tr>
<td>X I CAN NOT COMMENT AT THIS TIME. ADDITIONAL INFORMATION REQUIRED.</td>
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<tr>
<td>X I OBJECT HAVE CONCERNS WITH THE PETITION.</td>
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**COMMENTS:** A portion of the existing home's septic field is located on the newly created lot.

**SIGNATURE:** Michael J. Amor

**DATE:** 10-02-18

**MUNICIPALITY/TOWNSHIP/AGENCY/DEPARTMENT:** Health

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**PLEASE NOTE:** FILING OF THIS FORM DOES NOT SUBSTITUTE FOR A FORMAL OBJECTION PURSUANT TO THE ILLINOIS STATE STATUTES.

Jack T. Knuepfer Administration Building, 421 N. County Farm Road, Wheaton, Illinois 60187
QUESTIONNAIRE REGARDING THE SUBJECT PROPERTY:

1. For what type of building or structure are you seeking zoning relief? This is flat land, we would like to construct a 2-story single-family residence.

2. How long have you owned the property: since 2003.

3. Was the building or structure on the property when you bought the property: Yes.

4. Did you build the building or structure: No, DNA.

5. How long has the building or structure been on the property: This is flat land, we wish to build on this land.

6. How close is the building or structure from the front, side, and rear property lines:
   a. Front: __________________
   b. Side: __________________
   c. Corner Side: _____________
   d. Rear: __________________

   VACANT LAND

7. Why do you need the building or structure:
   Would like to build a 2-story family home on the property.

8. Explain reasons why you cannot relocate building or structure to an area on the property that would meet the code (e.g., to move would be to destroy, location of septic failure, existing vegetation would be destroyed, grade of property):
   DNA, This is Vacant Land

9. Do you have any letters of support from neighbors (attach): There may be, if so, we can carry them into the Hearing Date, or submit sooner if possible.
Additional Information Submitted by Petitioner:

Law Offices
MICHAEL A. PERLSTEIN
Suite 4850
161 North Clark Street
Chicago, Illinois 60601-3206

September 20, 2018

Du Page County Zoning Board of Appeals
Jack T. Knuepfer Administration Building
ATTN: Mr. Paul Hoss
421 North County Farm Road
Wheaton, Illinois 60187

re: 20W211 South Frontage Road, Lemont, IL 60439
Property Index No. 10-07-203-009

Dear Mr. Hoss:

With reference to our recent email communications regarding the subject Property, and as you are aware, this office has been retained by the Owners of the Property in the review of all matters relevant for the division of the Property.

We herewith submit:

1.) Zoning Application
2.) Fee
3.) Current Survey
4.) Site Plan.

Should your require any additional information, please do not hesitate to contact the office.

Very truly,

LAW OFFICES OF MICHAEL A. PERLSTEIN

Michael A. Perlstein

MAP:jm
(Enclosures-4)

We, the undersigned, Albertus G. Augustinas and Carol L. Augustinas, have read the above and foregoing letter and hereby acknowledge that Mr. Perlstein submits to the DuPage County Zoning Board of Appeals the Zoning Application for consideration.

Albertus G. Augustinas
Carol L. Augustinas
AUGUSTINAS
Albertas G. and Carol L.
20W211 South Frontage Road
Lemont, Illinois 60439

October 18, 2018

PETITION LETTER TO NEIGHBORS

DEAR NEIGHBOR:

My name is ALBERTAS AUGUSTINAS and my wife, CAROLL L. AUGUSTINAS,
I own and reside at: 20W211 S Frontage Rd., Lemont, IL 60439.

We are requesting a Variation from DuPage County Building and Zoning Dept. as follows:

Our Land currently comprises 45,900 sq. ft. We would like to divide the property into two Lots
of 22,950 sq. ft. each in order to build a two story single family residence on the second Lot. A
Zoning Variance is required since current Zoning requires each lot to be 40,000 sq. ft. Both Lots
will be served with septic and well.

The Petition for Variation requested is to allow the land be divided into two lots in
accordance with one of the nine (9) exemptions under Section 765 ILCS 205 (Plat Act), as
amended (see attached).

I am circulating this Letter to advise my immediate neighbors and ask to approve the proposed
Variation request. As such, if you do not object to the Variation please sign below:

I: ___________________
Print name of neighbor and sign

Residing at: 20W150 97TH ST

Immediately adjacent to the subject property herein do not object to a variation to allow:

AL AUGUSTINAS and CAROL AUGUSTINAS 20W211 S Frontage Rd., Lemont, IL 60439
same Client at address of property

Subscribed and sworn to before me this:

__________________________
Notary Public, State of Illinois

MICHAEL A. PERLSTEIN

My Commission Expires 6/23/2021

Page 1 of 2
AUGUSTINAS
Albertas G. and Carol L.
20W211 South Frontage Road
Lemont, Illinois 60439

October 18, 2018

PETITION-LETTER TO NEIGHBORS

DEAR NEIGHBOR:

My name is ALBERTAS AUGUSTINAS and my wife, CAROL L. AUGUSTINAS, I own and reside at: 20W211 S Frontage Rd., Lemont, IL 60439.

We are requesting a Variation from DuPage County Building and Zoning Dept. as follows:

Our Land currently comprises 45,900 sq. ft. We would like to divide the property into two Lots of 22,950 sq. ft. each in order to build a two story single family residence on the second Lot. A Zoning Variance is required since current Zoning requires each lot to be 40,000 sq. ft. Both Lots will be served with septic and well.

The Petition for Variation requested is to allow the land be divided into two lots in accordance with one of the nine (9) exemptions under Section 765 ILCS 205 (Flat Act), as amended (see attached).

I am circulating this Letter to advise my immediate neighbors and ask to approve the proposed Variation request. As such, if you do not object to the Variation please sign below:

I: JAMES & MARY METCALFE
Print name of neighbor and sign

Residing at: 20 W 201 S Frontage Rd., Lemont, IL 60439
address of neighbor

Immediately adjacent to the subject property herein do not object to a variation to allow:

AL AUGUSTINAS and CAROL AUGUSTINAS, 20W211 S Frontage Rd., Lemont, Ill. 60439
name and address of property

__________________________
name neighbor
__________________________
neighbor signs

__________________________
Printed and signature of Owner

20W211 S Frontage Rd., Lemont, Ill. 60439
Street 1.773/297-7341
Phone Number of Owner

Subscribed and sworn to before me this: ________________

Notary Public, State of Illinois
My Commission Expires 6/25/2021

Page 1 of 2

Attachment: Z18-065 A (DC-O-0004-19 : Z18-065 Augustinas)
AUGUSTINAS
Albertas G. and Carol L.
20W211 South Frontage Road
Lemont, Illinois 60439

October 18, 2018

PETITION-LETTER TO NEIGHBORS

DEAR NEIGHBOR:

My name is ALBERTAS AUGUSTINAS and my wife, CAROL L. AUGUSTINAS, I own and reside at: 20W211 S Frontage Rd., Lemont, IL 60439.

We are requesting a Variation from DuPage County Building and Zoning Dept. as follows:

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The Petition for Variation requested is to allow the land be divided into two lots in accordance with one of the nine (9) exemptions under Section 765 ILCS 205 (Plan Act), as amended (see attached).

I am circulating this Letter to advise my immediate neighbors and ask to approve the proposed Variation request. As such, if you do not object to the Variation please sign below:

I: Greg & Sherry Mauritzza

Residing at: 11 S. 221 Oakwood Ave, Lemont IL 60439

Immediately adjacent to the subject property herein do not object to a variation to allow:

AL AUGUSTINAS and CAROL AUGUSTINAS, 20W211 S Frontage Rd., Lemont, IL 60439

[signature and address]

[signature and address]

Subscribed and sworn to before me this:

[Signature]

Day of OCT., 2018

[Signature] M. A. FEINSTEIN
Notary Public, State of Illinois
My Commission Expires 6/25/2021

Page 1 of 2
WHEREAS, a public hearing was held on October 24, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Variation to reduce required lot size from 40,000 sq. ft. to approximately 20,000 square feet for two lots, both served with well and septic, on the property hereinafter described:

LOT 12 IN NEWMAN’S PLEASANT DALE UNIT NO. 3 BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1959 AS DOCUMENT NO. 950631 AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 8, 1960 AS DOCUMENT NO. 955090 IN DU PAGE COUNTY, ILLINOIS. COMMONLY KNOWN AS: 20W211 FRONTAGE RD, LEMONT, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on October 24, 2018 does find as follows:

FINDINGS OF FACT:

A. That Hearing Officer finds that petitioner has demonstrated evidence for a Variation to reduce required lot size from 40,000 sq. ft. to approximately 20,000 square feet for two lots, both served with well and septic.

B. That petitioner testified that he seeks the subject zoning relief to divide the subject property into two new lots. As such, petitioner testified that he will continue to reside in the existing house and his daughter will build a new house on the proposed lot.

C. That petitioner testified that the proposed division of property will create two new lots, each approximately 22,185 sq. ft.

D. That petitioner testified that he has owned the subject property since approximately 2003.

E. That petitioner testified that the subject property is located off of I-55 and Frontage Road, and that the subject property faces the sound barrier wall for I-55.
F. That petitioner testified that the subject property’s neighborhood has various lot sizes, ranging from a half-acre to over one acre. As such, petitioner testified that the proposed reduction in lot size is consistent with other lot sizes in the immediate area.

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G. That petitioner testified that the subject lot is serviced by well and septic utilities, and that water and sewer utilities are unavailable to the subject property.

H. That petitioner testified that if sewer and water were available to the proposed lots then the subject zoning relief would not be required.

I. That petitioner testified that the three property owners adjacent to the subject property have submitted signed petitions in support of petitioner’s request for a Variation to reduce required lot size from 40,000 sq. ft. to approximately 20,000 square feet for two lots, both served with well and septic.

J. That hearing officer finds that petitioner has demonstrated that the proposed reduction in lot size for the subject property is consistent with the neighborhood’s current lot sizes and character.

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Public Works: No Objections. “We do not provide sewer or water to that area.”

EXTERNAL:
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- City of Darien: No Comment.
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WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on October 24, 2018 recommends to approve the following zoning relief:

Variation to reduce required lot size from 40,000 sq. ft. to approximately 20,000 square feet for two lots, both served with well and septic.

Subject to the following conditions:
1. The Variation zoning relief is for a proposed lot subdivision as depicted on the petitioner’s site plan made part of Zoning Petition Z18-065 Augustinas, on October 24, 2018.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

WHEREAS, the County Board Development Committee on December 4, 2018, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Variation to reduce required lot size from 40,000 sq. ft. to approximately 20,000 square feet for two lots, both served with well and septic.

**Subject to the following conditions:**

1. The Variation zoning relief is for a proposed lot subdivision as depicted on the petitioner’s site plan made part of Zoning Petition Z18-065 Augustinas, on October 24, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

Variation to reduce required lot size from 40,000 sq. ft. to approximately 20,000 square feet for two lots, both served with well and septic, on the property hereinafter described:

LOT 12 IN NEWMAN’S PLEASANT DALE UNIT NO. 3 BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1959 AS DOCUMENT NO. 950631 AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 8, 1960 AS DOCUMENT NO. 955090 IN DU PAGE COUNTY, ILLINOIS. COMMONLY KNOWN AS: 20W211 FRONTAGE RD, LEMONT, ILLINOIS; and

**The Zoning Relief is subject to the following conditions:**

1. The Variation zoning relief is for a proposed lot subdivision as depicted on the petitioner’s site plan made part of Zoning Petition Z18-065 Augustinas, on October 24, 2018.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; ALBERTAS G. AND CAROL L. AUGUSTINAS, 20W211 SOUTH FRONTAGE RD., LEMONT, IL 60439; and Township Assessor, Downers Grove Township, 4340 Prince Street, Downers Grove, IL 60515.

Enacted and approved this _______ day of ______________ 2018, A.D.

_______________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: __________________
JEAN KACZMAREK, COUNTY CLERK
MEMORANDUM

TO: DuPage County Board
FROM: DuPage County Development Committee
DATE: December 4, 2018
RE: Z18-067 Suhs (Winfield/District 6)

DuPage County Board: December 11, 2018:
Development Committee: December 4, 2018: The DuPage County Development Committee recommended to approve the following zoning relief:

Variation to allow a 3 ft. high, 100% solid fence on the east side of lots, within the first 30 ft./front yard instead of the required 50% open fence.

Subject to the following conditions:
1. The Variation zoning relief is for existing 3 ft. fence only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-067 Suhs, on October 24, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

Zoning Hearing Officer: October 24, 2018: The Zoning Hearing Officer recommended to approve the following zoning relief:

Variation to allow a 3 ft. high, 100% solid fence on the east side of lots, within the first 30 ft./front yard instead of the required 50% open fence.
**Subject to the following conditions:**

1. The Variation zoning relief is for existing 3 ft. fence only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-067 Suhs, on October 24, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

**FINDINGS OF FACT:**

A. That Hearing Officer finds that petitioner has demonstrated evidence for a Variation to allow a 3 ft. high, 100% solid fence on the east side of lots, within the first 30 ft./front yard instead of the required 50% open fence.

B. That petitioner testified that he seeks the subject zoning relief to allow an existing 3-foot-tall fence with the first 30 feet (front yard), to be 100% solid instead of the required 50% open fence.

C. That petitioner testified that existing home on the subject property sits higher than the existing fence, as the southeast corner of the subject property (where the existing fence is located) slopes downward.
   a. Furthermore, that petitioner testified that due to the topography of the subject property, the three-foot-tall existing fence does not comprise the line of site from the street.

D. That petitioner testified that Forest Avenue, where the subject property is located, is a dead-end street, with only (6) six total homes on the north side and bordered on the south by property owned by the DuPage County Forest Preserve.

E. That Hearing Officer finds that petitioner has demonstrated evidence for a Variation to allow a 3 ft. high, 100% solid fence on the east side of lots, within the first 30 ft./front yard instead of the required 50% open fence, due to the topography of the subject property.
### GENERAL ZONING CASE INFORMATION

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### ADDITIONAL INFORMATION:

**Building**: No Objections.

**DUDOT**: No Comment.

**Health**: No Objections.

**Stormwater**: No Objections.

**Public Works**: No Objections.

### EXTERNAL:

**City of West Chicago**: No Comment.

**Winfield Township**: No Objections.

**Township Highway**: No Objections.

**Winfield Fire Dist.**: No Comment.

**Sch. Dist. 33**: No Comment.

**Forest Preserve**: No Comment.

### GENERAL BULK REQUIREMENTS:

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QUESTIONNAIRE REGARDING THE SUBJECT PROPERTY:

1. For what type of building or structure are you seeking zoning relief?
   - Installing a 3 foot high solid fence instead of 4 foot high 50% open fence on the front 36 feet on the east side of my lot.

2. How long have you owned the property? **since June 1986** 32 plus years

3. Was the building or structure on the property when you bought the property? **No**

4. Did you build the building or structure? **Fence put up by fence company**

5. How long has the building or structure been on the property? **Fence has been up for 2 years**

6. How close is the building or structure from the front, side and rear property lines:
   a. Front: **NA**
   b. Side: **1 foot**
   c. Corner Side: **1 foot**
   d. Rear: **NA**

7. Why do you need the building or structure? **Privacy and sound proofing. The 3 foot fence is the same style as the 5 foot portion of fence. The 3 foot high fence does not interfere with the counties requirements with regards to visibility and safety and for cars and ability to see the lot from the road. This is due to the gradient of my land as disputed area of fence is lower than the road and does not impede on the requirements about safety and visibility.**

8. Explain reasons why you can not relocate building or structure to an area on the property that would meet the code (e.g.: to move would be to destroy, location of septic failed, existing vegetation would be destroyed, grade of property): **No need for a fence to be relocated just the added expense of replacing said fence.**

9. Do you have any letters of support from neighbors (attach)? **No just verbal support from neighbor on west side of me.**

Jack T. Knuepfer Administration Building, 421 N. County Farm Road, Wheaton, Illinois 60187
AFFIDAVIT:

CASE NAME AND NUMBER: Z18-067 SUHS

1. Steven M. Suhns, the owner of the property for which the attached survey has been submitted, do hereby certify that this survey is a correct representation of my property as of this 4th day of October, 2018.

Petitioner's Name:

Steven M Suhns

Petitioner's Address:

28W 692 Forest Ave
West Chicago IL 60185

NOTARY SEAL:

SUBSCRIBED AND SWORN TO BEFORE ME THIS:

4th DAY OF October, 2018

[Signature]

Eileen M. Schwalm
NOTARY PUBLIC, STATE OF ILLINOIS

[Seal]

Jack T. Knuepfer Administration Building, 421 N. County Farm Road, Wheaton, Illinois 60187
Additional information submitted by Petitioner:
ORDINANCE
Zoning Petition Z18-067 Suhs

WHEREAS, a public hearing was held on October 24, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Variation to allow a 3 ft. high, 100% solid fence on the east side of lots, within the first 30 ft./front yard instead of the required 50% open fence, on the property hereinafter described:

OF LOT 24 AND 25 IN BLOCK 30 IN RESUBDIVISION OF BLOCKS 30 AND 31 OF EAST WOODLAND ADDITION TO WEST CHICAGO, BEING A RESUBDIVISION OF BLOCK 30 AND LOT 13 OF BLOCK 31 OF EAST WOODLAND ADDITION TO WEST CHICAGO, IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED MAY 1, 1926 AS DOCUMENT 213043, IN DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on October 24, 2018 does find as follows:

FINDINGS OF FACT:
A. That Hearing Officer finds that petitioner has demonstrated evidence for a Variation to allow a 3 ft. high, 100% solid fence on the east side of lots, within the first 30 ft./front yard instead of the required 50% open fence.

B. That petitioner testified that he seeks the subject zoning relief to allow an existing 3-foot-tall fence with the first 30 feet (front yard), to be 100% solid instead of the required 50% open fence.

C. That petitioner testified that existing home on the subject property sits higher than the existing fence, as the southeast corner of the subject property (where the existing fence is located) slopes downward.

a. Furthermore, that petitioner testified that due to the topography of the subject property, the three-foot-tall existing fence does not comprise the line of site from the street.
D. That petitioner testified that Forest Avenue, where the subject property is located, is a dead-end street, with only (6) six total homes on the north side and bordered on the south by property owned by the DuPage County Forest Preserve.

E. That Hearing Officer finds that petitioner has demonstrated evidence for a Variation to allow a 3 ft. high, 100% solid fence on the east side of lots, within the first 30 ft./front yard instead of the required 50% open fence, due to the topography of the subject property.

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### ADDITIONAL INFORMATION:

- Building: No Objections.
- DUDOT: No Comment.
- Health: No Objections.
- Stormwater: No Objections.
- Public Works: No Objections.
- Winfield Township: No Object.
- Township Highway: No Objections.
- Winfield Fire Dist.: No Comment.
- Sch. Dist. 33: No Comment.
- Forest Preserve: No Comment.

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WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on October 24, 2018 recommends to approve the following zoning relief:

Variation to allow a 3 ft. high, 100% solid fence on the east side of lots, within the first 30 ft./front yard instead of the required 50% open fence.

**Subject to the following conditions:**

1. The Variation zoning relief is for existing 3 ft. fence only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-067 Suhs, on October 24, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

WHEREAS, the County Board Development Committee on December 4, 2018, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to concur with the findings and recommends to approve the following zoning relief:

Variation to allow a 3 ft. high, 100% solid fence on the east side of lots, within the first 30 ft./front yard instead of the required 50% open fence.

**Subject to the following conditions:**

1. The Variation zoning relief is for existing 3 ft. fence only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-067 Suhs, on October 24, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.
DuPage County Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

Variation to allow a 3 ft. high, 100% solid fence on the east side of lots, within the first 30 ft./front yard instead of the required 50% open fence, on the property hereinafter described:

OF LOT 24 AND 25 IN BLOCK 30 IN RESUBDIVISION OF BLOCKS 30 AND 31 OF EAST WOODLAND ADDITION TO WEST CHICAGO, BEING A RESUBDIVISION OF BLOCK 30 AND LOT 13 OF BLOCK 31 OF EAST WOODLAND ADDITION TO WEST CHICAGO, IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED MAY 1, 1926 AS DOCUMENT 213043, IN DU PAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. The Variation zoning relief is for existing 3 ft. fence only, as depicted on the petitioner’s site plan made part of Zoning Petition Z18-067 Suhs, on October 24, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and
BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; STEVEN AND JILL SUHS, 28W692 FOREST AVE, WEST CHICAGO, IL 60185; and Township Assessor, Winfield Township, 130 Arbor Avenue, West Chicago, IL 60185.

Enacted and approved this ______ day of ______________ 2018, A.D.

_______________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: _______________________
JEAN KACZMAREK, COUNTY CLERK
Resolution

HHS-R-0009-19

MODIFICATION THREE TO COMMUNITY DEVELOPMENT COMMISSION AGREEMENT CDBG-DR-05 BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF VILLA PARK

WHEREAS, DuPage County has participated in the Housing and Community Development Program since 1975; and

WHEREAS, the County approved this project on, September 23, 2014 as part of the Community Development Block Grant Disaster Recovery Action Plan Substantial Amendment 1 submitted to HUD and approved with Resolution DC-R-0257-14; and

WHEREAS, the Plan provided for a grant to the VILLAGE OF VILLA PARK in the amount of $1,000,000 for project CDBG-DR-05 for the purpose of infrastructure improvements in four different sections, for the purpose of reducing flooding potential, in Villa Park, IL 60181; and

WHEREAS, the VILLAGE OF VILLA PARK has approved an Agreement with the County covering the distribution and use of said grant funds; and

WHEREAS, on January 24, 2017, the County entering into an Agreement with the VILLAGE OF VILLA PARK to implement said project; and

WHEREAS, on October 26, 2017, said Agreement was modified to extend the Agreement expiration date of said project until June 30, 2018; and

WHEREAS, on June 26, 2018, said Agreement was modified to extend the Agreement expiration date of said project until December 31, 2018; and

WHEREAS, the VILLAGE OF VILLA PARK has requested a Modification to the Agreement for the purpose of extending the Agreement expiration date of said project until June 30, 2019 and said Modification request has been approved by the DuPage County Community Development Executive Committee on December 4, 2018 and the Health and Human Services Committee on December 4, 2018.

NOW THEREFORE BE IT RESOLVED by the County Board that said Modification to Agreement between DuPage County and the VILLAGE OF VILLA PARK, herein incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the Modification on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and
BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project CDBG-DR-05 so long as such amendments further the completion of said project and are in accordance with regulations applicable to the Community Development Block Grant Disaster Recovery Program and are in accordance with the policies of DuPage County and the DuPage Community Development Commission; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send two original copies of this Resolution to the VILLAGE OF VILLA PARK at 20 S. Ardmore Avenue, Villa Park, IL 60181; and one certified copy to the Community Development Commission.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
To: Greg Hart, Chairman and Committee Members  
Health and Human Services

From: Mary A. Keating, Director  
Department of Community Services

Date: November 15, 2018

Subject: CDBG-DR-05 Village of Villa Park Green Infrastructure Project  
Request for Third Modification, Third Time Extension

Background:

On January 24, 2017, County Board approved Agreement CDBG-DR-05. The Agreement was adopted by Resolution #CD-R-0257-14 as part of Substantial Amendment Number 1 for CDBG Disaster Recovery Funds on September 23, 2014. Grant funding in the amount of $1,000,000.00 was awarded for the purpose of infrastructure improvements in four different sections of the Village of Villa Park to reduce the possibility of future flooding events.

Construction of this project began in September 2017. At the Village’s request, a first, six-month time extension was approved on October 26, 2017, extending the grant expiration date to June 30, 2018. A second, six-month time extension was approved on June 26, 2018 until December 31, 2018 to complete the remaining construction after the winter shutdown and to allow for the establishment period for the plantings. To be acceptable, plants were required to be in a live healthy condition at the time of inspection in September. The inspection was completed in October 2018. It revealed some trees and plantings in questionable condition with the recommendation to wait until spring 2019 to determine if the plantings could recover or if they need to be replaced. This situation and the finalization of the construction contract with close out of the grant project constitute the basis for the extension request until June 30, 2019.

Recommendation: Staff recommends approval of a third, six-month time extension of project CDBG-DR-05 to June 30, 2019 contingent upon approval by the CDC Executive Committee.

If you have any questions regarding the above recommendation, please contact me at 630-407-6457. Thank you.
November 12, 2018

Ms. Mary Keating
DuPage County
Director of Community Services
421 North County Farm Road
Wheaton, Illinois 60187

RE: Community Development Block Grant – Disaster Recovery (CDBG-DR) Program
Washington Street Green Infrastructure Project
DuPage County CDC Project #CDBG-DR-05
Request for Grant Deadline Extension

Dear Ms. Keating:

The Village of Villa Park requests that the grant deadline for the referenced project, currently established as 12/31/2018, be extended by an additional term of six (6) months to 06/30/2019.

Construction of this project has now reached substantial completion at all sites. A planting establishment inspection was completed in October 2018. The inspection identified some trees and some plantings that were in questionable condition. However, rather than replace the affected plantings this fall, the inspector recommended that the best course of action would be to wait until spring to determine if any of the plantings in question might recover. It is the Village’s intent to follow the course of action recommended by the inspector and re-evaluate the questionable plantings in the spring.

The Village is requesting this six-month deadline extension for the purpose of extending the planting establishment period into spring of 2019, completing a follow-up inspection at that time, addressing any remaining tree and planting deficiencies which still exist, and subsequently finalizing the construction contract and closing out the grant project.

We thank you for your consideration of this request. If you have any questions or would like additional information, please do not hesitate to contact me at (630) 592-6052.

Sincerely,

Rich Keehner, Jr.
Village Manager
MODIFICATION THREE TO COMMUNITY DEVELOPMENT COMMISSION
AGREEMENT CDBG-DR-05
THIRD TIME EXTENSION

THIS MODIFICATION TO AGREEMENT is entered into this 11th day of December, 2018 by and between the COUNTY OF DU PAGE, ILLINOIS (hereinafter called “COUNTY”) and the VILLAGE OF VILLA PARK, ILLINOIS (hereinafter called “SUBGRANTEE”). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement CDBG-DR-05 which was adopted by Resolution # DC-R-0257-14 as part of the Substantial Amendment Number 1 for CDBG Disaster Recovery Funds on September 23, 2014, to grant funding in the amount of $1,000,000 for the purpose of infrastructure improvements in four different sections, for the purpose of reducing flooding potential, in Villa Park, Illinois 60181 (the PROJECT) (hereinafter, together with any previous modifications thereto, called “Agreement”). For the purposes of this modification, the grant will be extended until the specified date below and no lapse in the grant period is established with each time extension modification.

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement.

1. The time period covered by the Agreement is hereby extended to June 30, 2019.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

COUNTY OF DU PAGE, a body politic in the State of Illinois

By: _____________________________________
    Daniel J. Cronin, Chairman
    DuPage County Board

Date: _____________________________________

Attest: _____________________________________
    Jean Kaczmarek, County Clerk

SUBGRANTEE: VILLAGE OF VILLA PARK, an Illinois Municipal Corporation

BY: _____________________________________
    Signature
    Printed Name: Richard Keehner, Jr.
    Title: Village Manager

DATE: 

ATTEST: _____________________________________
    Signature
    Printed Name: _________________________
    Title: ______________________________
AWARDING RESOLUTION TO
WELLSKY CORPORATION FOR
RENEWAL OF ANNUAL SERVICEPOINT
CONTRACT, RENEWAL OF LICENSES, ON SITE
TRAINING EXPENSES, AND CUSTOM PROGRAMMING
(CONTRACT TOTAL $43,485)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health & Human Services Committee recommends County Board approval for the issuance of a contract purchase order to WellSky Corporation for the annual renewal of the ServicePoint contract and licenses and for WellSky Corporation to provide onsite training and custom programming, for the period November 1, 2018 through October 31, 2019, for Community Services.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for the annual renewal of the ServicePoint contract and licenses and for WellSky Corporation to provide onsite training and custom programming, for the period November 1, 2018 through October 31, 2019, for Community Services, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to WellSky Corporation, 11711 West 79th Street, Lenexa, Kansas 66214, for a total contract amount of $43,485, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids-Sole Source.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

_____________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________________________
JEAN KACZMAREK, COUNTY CLERK
Requisition 25k and over
HHS-P-0012-19

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
<td>November 19, 2018</td>
</tr>
<tr>
<td>CONTRACT TERM</td>
<td>11/1/2018 - 10/31/2019</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$43,485</td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Sole Source - Attach Sole Source Justification

Karen Graczyk  Completed  11/19/2018 10:55 AM
Mary Keating  Completed  11/19/2018 11:47 AM
Kathy Ostrowski  Completed  11/21/2018 8:45 AM
James McGuire  Completed  11/26/2018 4:43 PM
Paul Rafac  Completed  11/27/2018 6:17 PM
Kathy Ostrowski  Completed  11/28/2018 4:19 PM
Health & Human Services  Completed  12/04/2018 10:15 AM
Finance Committee  Pending  12/11/2018 8:00 AM
County Board  Completed  12/11/2018 10:00 AM
**Date:** Nov 15, 2018  
**MinuteTraq (IQM2) ID #:** 13964  
**Department Req #:**  
**RFP, Bid or Quote #:**  
**Send Purchase Order To:**  
Vendor: WellSky Corporation  
Vendor #: 30141  
Attn: Marsha Blankenship  
Email: Marsha.Blankenship@WellSky.com  
Address: 11711 West 79th Street  
City: Lenexa  
State: KS  
Zip: 66214  
Phone: 870-398-4831  
Fax:  
**Send Invoices To:**  
Vendor: WellSky Corporation  
Vendor #: 30141  
Attn: Julie Tremberth  
Email: Julie.Tremberth@dupageco.org  
Address: 421 N County Farm Rd.  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: (630) 407-6462  
Fax: (630) 407-6501  
**Send Payments To:**  
Vendor: WellSky Corporation  
Vendor #: 30141  
Attn: Marsha Blankenship  
Email: Marsha.Blankenship@WellSky.com  
Address: PO Box 204176  
City: Dallas  
State: TX  
Zip: 75320-4176  
Phone: 870-398-4831  
Fax:  
**Send Invoices To:**  
Vendor: WellSky Corporation  
Vendor #: 30141  
Attn: Julie Tremberth  
Email: Julie.Tremberth@dupageco.org  
Address: 421 N County Farm Rd.  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: (630) 407-6462  
Fax: (630) 407-6501  
**Send Payments To:**  
Vendor: WellSky Corporation  
Vendor #: 30141  
Attn: Marsha Blankenship  
Email: Marsha.Blankenship@WellSky.com  
Address: PO Box 204176  
City: Dallas  
State: TX  
Zip: 75320-4176  
Phone: 870-398-4831  
Fax:  
**Payment Terms:** PER 50 ILCS 505/1  
**F.O.B.** PO 20 Delivery Date  
**Contract Administrator**  
**Use for PO25 only**  
**Contract Start Date:** 11/1/2018  
**Contract End Date:** 10/31/2019  
**Requisition Total** $43,485.00

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will **NOT** appear on the Purchase Order):

Please send electronic version of the PO to Marsha.Blankenship@WellSky.com

**User Department Internal Notes** (these comments will **NOT** appear on the Purchase Order):

---

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>GP#ILB15354</td>
<td>HMIS Software</td>
<td>19</td>
<td>5000</td>
<td>1470</td>
<td>53820</td>
<td>ESG18HMIS17</td>
<td>32,460.00</td>
<td>32,46C</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>EA</td>
<td>Staff @ Vendor Training</td>
<td></td>
<td>19</td>
<td>5000</td>
<td>1470</td>
<td>53820</td>
<td>ESG18HMIS18</td>
<td>700.00</td>
<td>1,40C</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>EA</td>
<td>Days of Custom Training</td>
<td></td>
<td>19</td>
<td>5000</td>
<td>1470</td>
<td>53820</td>
<td>ESG18HMIS18</td>
<td>1,100.00</td>
<td>6,60C</td>
</tr>
<tr>
<td>4</td>
<td>22</td>
<td>EA</td>
<td>Hours of Custom Programming</td>
<td></td>
<td>19</td>
<td>5000</td>
<td>1470</td>
<td>53820</td>
<td>ESG18HMIS18</td>
<td>137.50</td>
<td>3,025</td>
</tr>
</tbody>
</table>

**Requisition Total** $43,485.00
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: WellSky Corporation</th>
<th>Vendor #: 30141</th>
<th>Contract Term: 12 months, auto-renewal</th>
<th>Contract Total: $43,485.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Community Services</td>
<td>Contact: Julie Tremberth</td>
<td>Phone: (630) 407-6462</td>
<td>Assigned Committee: Health and Human Services</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

Provision and use of a Homeless Management Information System

**Reason for Procurement**

To continue our agreement with WellSky Corporation (formerly known as Bowman Systems L.L.C. a Mediware Company; HIMS Vendor) and the Alliance to End Homelessness of Suburban Cook County (contract holder and Technical Lead for the Northern Illinois HIMS), paying our respective share of the contract for participating in a shared database. The contract period is 11/1/2018-10/31/2019, and the contract will renew unless terminated by either party.

**FUNDING SOURCE**

- Budget Transfer (Date) __________________ Add'l Information

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # __________________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________________________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (301 ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ________________________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ________________________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

Julie Tremberth  Nov 9, 2018 /\MK  1/19/18

Prepared By Date Recommended for Approval Date IT Approval, if required Date

**REVIEWED BY (Initials Only)**

Jan 11-20-18

Buyer Date Procurement Officer Date

11-23-18

Chief Financial Officer Date Chairman's Office Date

(Decision Memos Over $25,000)
JUSTIFICATION FOR SOLE SOURCE

(Please complete and attach to Purchase Requisition)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>IQM2 # 13964</th>
<th>DEPARTMENT</th>
<th>Community Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANUFACTURER</td>
<td>WellSky Corporation</td>
<td>PRODUCT #</td>
<td></td>
</tr>
</tbody>
</table>

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:

Renewal of our agreement with WellSky Corporation (formerly known as Bowman Systems L.L.C. a Mediware Company; HMIS Vendor) and the Alliance to End Homelessness of Suburban Cook County (contract holder and Technical Lead for the Northern Illinois HMIS) to continue shared use of a regional Homeless Management Information System to meet the data and reporting requirements of the US Dept. of Housing and Urban Development and Federal Partners.

THIS IS A SOLE SOURCE BECAUSE VENDOR IS:

☐ sole provider of a licensed or patented good or service
☐ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
☐ sole provider of factory-authorized warranty service
☐ sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
☐ the manufacturer (please detail below or attach information regarding why only this manufacturers product can be used)
☑ the software manufacturer (and sole maintenance/update provider)
☐ other – (please detail below or in an attachment)

REQUESTED SOURCE | WellSky Corporation | CONTACT | Marsha Blankenship |
PHONE | (870) 398-4831 | WEBSITE | https://wellsky.com/ |

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR’S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)

We are in a regional database that allows us to coordinate resources and services across County lines, gaining a better understanding and service connection for our homeless population. In addition, this product is widely used across Illinois, which will allow for further coordination and report collaboration over time.

HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)

No. This HMIS database has over 16 years of data from multiple agencies in DuPage County that provide homeless services to those in the community. Changing to a different software manufacturer is not feasible due to the extremely labor and cost intensive resources needed to convert and re-train on a new database.

WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)

None. While there are other major software providers available, it would be unreasonable for us to pay to move our data and re-train staff on a new software tool at this time. With increasing demands from our federal program partners, there is already a high demand for training and programming, which our vendor is meeting at this time.

SIGNATURE ON FILE

DEPARTMENT APPROVAL Date 11/9/18

SIGNATURE ON FILE

PURCHASING REVIEW Date
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Company Name: WellSky Corporation
Company Contact: Legal Contracts
Contact Phone: 913-307-1003
Contact Email: legalcontracts@wellsky.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1.
Division a written disclosure of all political

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2.
the contractor bid and shall update such disclosure

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name: Stephen Greenberg
Title: SVP Human & Social Services
Date: 11-14-18

Signature on File

Packet Pg. 524
September 13, 2018

Alliance to End Homelessness in Suburban Cook County
4415 W. Harrison St., Suite 228
Hillside, Illinois 60162

Attention: Peggy Troyer

Re: WellSky Corporation
WellSky Community Services Agreement
Contract Renewal and Extension

Dear Peggy,

The purpose of this letter is to provide for the renewal and extension of that certain Agreement executed by and between WellSky Corporation, formerly known as Mediware Information Systems, Inc., (“WellSky”) and Alliance to End Homelessness in Suburban Cook County, (“CLIENT”) dated as of, November 1, 2014 (the “AGREEMENT”) pursuant to which WellSky provides to CLIENT certain internal, programming, and implementation services as provided therein. WellSky and CLIENT have agreed to renew, extend and modify the Service Agreement as provided in this letter agreement. Unless otherwise defined in this letter, any terms defined in the Agreement, when used in this letter, shall have the same meaning as are assigned to such terms in the Agreement.

The parties agree that the Agreement remains in full force and effect in accordance with its terms except as modified by this letter. If there is any conflict between this letter and the Agreement, the terms of this letter shall prevail. Our further agreements are as follows:

1. Section (1) of the Agreement is modified and revised to state:

“(1) Term. CLIENT agrees that the current term of the Agreement, which is effective at the present time by agreement of the parties, runs for 12 months from November 1, 2018 through and until midnight of October 31, 2019. This agreement will automatically renew for successive 12-month terms, unless cancelled or modified within thirty (30) days of the end of the term. This agreement may only be modified by written agreement executed by both parties.”

2. The “Pricing Table” of proposal and referenced, among other places, in Section (3) of the Agreement is deleted in its entirety and replaced with that certain Community Services Revised Pricing Table attached to this letter. The undersigned parties agree to the prices, fees, and other provisions set forth in Community Services Revised Pricing Table attached hereto.

3. Payment Terms. Payment terms are net thirty (30) days. All fees due under this Order shall be paid as follows:

a. Cloud Services:

Alliance to End Homelessness in Suburban Cook County, Attn: Jennifer Hill, 4415 Harrison Street, Suite 228, Hillside, Illinois 60162 shall pay the Cloud Service fees of $32,459.04, annually, in advance, on the Effective Date, and on each anniversary of such date every year thereafter.

DuPage County Community Services (GP# 15354), Attn: Julie Trembath, 421 North County Farm Road, Wheaton, Illinois 60187, shall pay the Cloud Service fees of $32,459.04, annually, in advance, on the Effective Date, and on each anniversary of such date every year thereafter.

Renewal Agreement No. 00727358
b. One-Time Fees: Alliance to End Homelessness in Suburban Cook County (Attention: Jennifer Hill, 4415 Harrison Street, Suite 228, Hillside, Illinois 60162) shall pay 100% of the One-Time Fees, on the Effective Date.

c. CLIENT may add additional user licenses, services, or modules to the system at any time. Fees for these purchases are detailed in the pricing table and will be due within thirty (30) days of purchase. Recurring fees will be prorated from the date of purchase through the current billing period to align with the annual fee detailed in this letter, in subsequent years, add-on annual fees will be added to the Renewal Fee Schedule.

d. Increases: All annual fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the Order at a rate not to exceed 5%. Cloud Services fees may further be increased upon prior written notice to Customer in the event WellSky’s third party supplier increases such fees.

The execution of this letter by the parties shall constitute approval, acceptance, renewal, and extension of the Agreement and the terms stated herein. Please evidence your agreement that the foregoing accurately reflects our agreement to extend and modify the Agreement by having an authorized representative of CLIENT execute and return the enclosed duplicate original of this letter.

Very Truly Yours,

Stephen Greenberg, SVP Human & Social Services
WellSky Corporation

Attachments:
Community Services Pricing Table

<table>
<thead>
<tr>
<th>ALLIANCE TO END HOMLESSNESS IN SUBURBAN COOK COUNTY:</th>
<th>WELLSKY CORPORATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Name: Jennifer C. Hill</td>
<td>Name: Stephen Greenberg</td>
</tr>
<tr>
<td>Title: Executive Director</td>
<td>Title: SVP Human &amp; Social Services</td>
</tr>
<tr>
<td>Date: 11-1-18</td>
<td>Date: 11/1/2018</td>
</tr>
</tbody>
</table>
Ordering Procedure: (NOTE: An invoice will be issued after a signed Renewal Agreement is received.)

A scanned or faxed signed Order must be sent to your WellSky Sales Representative and/or WellSky’s Contracts Department as follows:

Marginblankenship@wellsky.com and/or LegalContracts@wellsky.com

Fax: (913) 871-9571 or electronically via 9138719571@fox2mail.com

If payment is issued, please remit separately to WellSky Corporation.
P.O. Box 204176
Dallas, Texas 75320-4176

Please check one of the boxes below regarding your sales tax status:

☐ Exempt *
☐ Non-Exempt

* If “Exempt” is checked above; Customer is required to provide the appropriate certificate to WellSky

Please provide your accounts payable or billing contact information below. Also, supply the billing address if different from the header address of this document and any other additional instructions required.

Name: Alliance to End Homelessness in Suburban Cook County
Attn: Jennifer Hill
E-mail: jennifer@suburbancocok.org
Phone: 708-236-3261
Billing Address: 4415 Harrison Street, Suite 228
City/State/Zip: Hillside, Illinois 60162
Additional Instructions: 

Renewal Agreement No. 00727358
3
11/01/2018 – 10/31/2019
Ordering Procedure: (NOTE: An invoice will be issued after a signed Renewal Agreement is received.)

A scanned or faxed signed Order must be sent to your WellSky Sales Representative and/or WellSky’s Contracts Department as follows:

Marshak.blankenship@wellsky.com and/or LegalContracts@wellsky.com

Fax: (913) 871-9571 or electronically via 9138719571@fax2mail.com

If payment is issued, please remit separately to WellSky Corporation,
P.O. Box 204176
Dallas, Texas 75220-4176

Please check one of the boxes below regarding your sales tax status:

☐ Exempt *  ☐ Non-Exempt

* If “Exempt” is checked above; Customer is required to provide the appropriate certificate to WellSky

Please provide your accounts payable or billing contact information below. Also, supply the billing address if different from the header address of this document and any other additional instructions required.

| Name: DuPage County Community Services |
| Attn: Julie Tremberth |
| Title: HMIS Manager |
| E-mail: Julie.Tremberth@dupageso.org |
| Phone: 630-407-6429 |
| Billing Address: 421 North County Farm Road |
| City/State/Zip: Wheaton, Illinois 60187 |
| Additional Instructions: GP#JLB15354 |
### WellSky Community Services (ServicePoint) Pricing Table

**Alliance to End Homelessness in Suburban Cook County**

**Renewal Period:** November 1, 2018 - October 31, 2019

**NOTE:** Renewal based on current number of licenses on LIVE Site. Contracted amounts listed below will be affected by any purchases of additional licenses (see "*" below).

<table>
<thead>
<tr>
<th>Plan Description</th>
<th>License Quantity</th>
<th>Software Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>ServicePoint User License <em>(Reflects 10 Additional ServicePoint License Added to Sub-Cook)</em></td>
<td>140</td>
<td></td>
</tr>
<tr>
<td>ServicePoint - Reporting User - Premium (AdHoc) *</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>ServicePoint - Reporting User - Basic (Report Viewer) *</td>
<td>57</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>License Quantity</th>
<th>Software Available</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>0</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Plan Description</th>
<th>License Quantity</th>
<th>Software Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Services (ServicePoint) - User License (Reflects 20% one-time bulk discount off $205 Tier II pricing)</td>
<td>140</td>
<td></td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Database Encryption User License (Reflects 20% one-time bulk discount off $50 Tier II pricing)</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>License Quantity</th>
<th>Software Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>140</td>
<td></td>
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<tr>
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<tr>
<td>57</td>
<td></td>
</tr>
<tr>
<td>62</td>
<td></td>
</tr>
</tbody>
</table>

**Community Services (ServicePoint) - User License**

- Reflects 20% one-time bulk discount off $205 Tier II pricing

**Community Services (ServicePoint) - Data Encryption User License**

- Reflects 20% one-time bulk discount off $50 Tier II pricing

**Community Services (ServicePoint) - Software Maintenance, Enhancement & Customer Support (up to 153 hrs.)**

- $10,782.00

**Community Services (ServicePoint) - Database Encryption Annual Maintenance**

- $1,400.00

**Community Services (ServicePoint) - User Hosting Fee**

- $9,940.00

**Community Services (ServicePoint) - Reporting User - Premium (AdHoc)**

- $825.00

**Community Services (ServicePoint) - Reporting User - Basic (Report Viewer)**

- $4,845.00

**Community Services (ServicePoint) - Reporting User - Bandwidth Fee**

- $682.00
## Community Services (ServicePoint) - AIRS Taxonomy (non-profit) - $125.73

## Community Services (ServicePoint) - SSL Certificate - $117.35

## Community Services (ServicePoint) - Training Site - $880.11

## Community Services (ServicePoint) - Module - CallPoint - $1,466.85

## Resource Directory (CommunityPoint) - Support, Maintenance, and Hosting - $1,397.00

---

*Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply:*

**One-time Fees (To incur after 501 License are purchased):**
- Community Services (ServicePoint) - User License: $license
- Community Services (ServicePoint) - Database Encryption Tier 2 One-time License Fee: $license

**Annual Recurring Cloud Service Fees:**
- Community Services (ServicePoint) - Software Maintenance, Enhancement, & Customer Support: $license/year
- Community Services (ServicePoint) - Database Encryption Tier 2 Annual Per User: $license/year
- Community Services (ServicePoint) - User Hosting Fee: $license/year
- Community Services (ServicePoint) - Reporting User - Premium (AdHoc) Fee: $license/year
- Community Services (ServicePoint) - Reporting User - Basic (Report Viewer) Fee: $license/year
- Community Services (ServicePoint) - Reporting User - Bandwidth Fee: $license/year
- Community Services (ServicePoint) - Code Set User - ICD/CPT Fee: $license/year

**Client Services [New Fee Schedule]**
- Client Services - Onsite Prep, Coordination, Travel and Follow-up Fee (up to 12 hrs.) (Required with all Onsite Training/Consultation Visits): $One-Time Fee
- Client Services - Advanced Reporting On-Site Training Fee: $/day (minimum 2-days with 30-day notice.)
- Client Services - Onsite Consulting: $/day (minimum 2-days with 30-day notice.)
- Client Services - Remote Consulting Services Fee: $/hour
- Client Services - Onsite Training Fee: $/day (minimum 2-days with 30-day notice.)
- Client Services - Remote Training Hours (Webinar Training): $/hour

**Data Services [New Fee Schedule]**
- Data Services - Hourly Fee: $/hour
- Data Services - Hourly Fee - Expedited Fee: $/hour

---

00727358 - Exhibit I 6 | 11/31/2018 - 10/31/2019
## WellSky Community Services (ServicePoint) Pricing Table

Alliance to End Homelessness in Suburban Cook County

Renewal Period: November 1, 2018 - October 31, 2019

Customer Reconciliation Worksheet Only

NOTE: Renewal based on current number of licenses. Contracted amounts listed below will be affected by any purchases of additional licenses (see * below).

<table>
<thead>
<tr>
<th>Service</th>
<th>Lic./yr.</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Services (ServicePoint) - Software Maintenance, Enhancement &amp; Customer Support</td>
<td>Lic./yr.</td>
<td>$10,780.00</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Database Encryption Annual Maintenance</td>
<td>Lic./yr.</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - User Hosting Fee</td>
<td>Lic./yr.</td>
<td>$9,445.00</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Reporting User - Premium (AdHoc)</td>
<td>Lic./yr.</td>
<td>$4,845.00</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Reporting User - Basic (Report Viewer)</td>
<td>Lic./yr.</td>
<td>$682.00</td>
</tr>
</tbody>
</table>

*Allows users to create and save their own Community Services (ServicePoint) based reports.

*Allows users to view reports that have already been generated by Ad Hoc Reporting users.

*Fee per MFT Ad Hoc and Viewer license.
<table>
<thead>
<tr>
<th>Item</th>
<th>Year</th>
<th>Add 51</th>
<th>One-Time</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Services (ServicePoint) - AIRS Taxonomy (non-profit)</td>
<td>year</td>
<td>$125.75</td>
<td></td>
<td>$125.75</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - SSL Certificate</td>
<td>year</td>
<td>$117.37</td>
<td></td>
<td>$117.37</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Training Site</td>
<td>year</td>
<td>$880.24</td>
<td></td>
<td>$880.24</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - CallPoint</td>
<td>year</td>
<td>$1,462.07</td>
<td></td>
<td>$1,462.07</td>
</tr>
<tr>
<td>Resource Directory (CommunityPoint) - Support, Maintenance, and Hosting</td>
<td>year</td>
<td>$1,517.21</td>
<td></td>
<td>$1,517.21</td>
</tr>
<tr>
<td><strong>Grand Total Cloud Service Fees</strong></td>
<td></td>
<td></td>
<td></td>
<td>$3,282.61</td>
</tr>
<tr>
<td><strong>Total Cloud Service Yearly Rates</strong></td>
<td></td>
<td></td>
<td></td>
<td>$28,472.00</td>
</tr>
<tr>
<td><strong>Total One-Time Fees</strong></td>
<td></td>
<td></td>
<td></td>
<td>$3,987.62</td>
</tr>
<tr>
<td><strong>Grand Total Cloud Service Fees</strong></td>
<td></td>
<td></td>
<td></td>
<td>$32,459.62</td>
</tr>
</tbody>
</table>

One-Time Fees:
- Community Services (ServicePoint) - User License (Add 51) reflects 20% one-time bulk discount off $200 Tier II pricing:
- Community Services (ServicePoint) - Database Subscription User License (Add 51) reflects 20% one-time bulk discount off $50 Tier II pricing:

A national standard service classification.
This certificate ensures secure transmission of data over the Internet.
An implementation specific site for training purposes—excluding software upgrades in concert with this production site, includes 8 hr/wk customer support.

AWARDING RESOLUTION
TO WEST, A. THOMAS REUTERS BUSINESS
TO PROVIDE PASSWORDS FOR THE LAW LIBRARY STAFF
CONTRACT NOT TO EXCEED $85,752.41

WHEREAS, an agreement has been negotiated in accordance with County Board Policy; and

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a contract purchase order for passwords for Law Library staff for online legal resources unique to Thomson Reuters/Westlaw.

NOW, THEREFORE, BE IT RESOLVED that said contract, to provide passwords for the Law Library staff for online legal resources unique to Thomson Reuters/Westlaw for the Law Library, for the period of December 1, 2018 through November 30, 2021, be, and is hereby approved for the issuance of a contract purchase order by the Procurement Division to West, A Thomson Reuters Business, 610 Opperman Drive, Eagan, MN. 55123 for a contract total not to exceed $85,752.41.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________________________
JEAN KACZMAREK, COUNTY CLERK
## PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 13, 2018</td>
<td>$85,752.41</td>
<td>12/1/2018 - 11/30/2021</td>
<td>CIRCUIT COURT</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Sole Source - Attach Sole Source Justification

- Bernadette Mason  Completed  11/13/2018 3:04 PM
- Kathy Ostrowski  Completed  11/27/2018 11:05 AM
- Paul Rafac  Completed  11/29/2018 5:01 PM
- Kathy Ostrowski  Completed  11/30/2018 8:55 AM
- Judicial/Public Safety Committee  Completed  12/04/2018 8:15 AM
- Finance Committee  Pending  12/11/2018 8:00 AM
- County Board  Completed  12/11/2018 10:00 AM
**Purchase Requisition**

**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> West Thomson Reuters</td>
<td><strong>Dept:</strong> Law Library</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 11169</td>
<td><strong>Division:</strong> Judicial Center</td>
</tr>
<tr>
<td><strong>Attn:</strong> Tim Moore</td>
<td><strong>Attn:</strong> Mary Anderson</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:Tim.Moore@thomsonereuters.com">Tim.Moore@thomsonereuters.com</a></td>
<td><strong>Email:</strong> <a href="mailto:Mary.Anderson@18thjudicial.org">Mary.Anderson@18thjudicial.org</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 610 Opperman Dr, D6-12</td>
<td><strong>Address:</strong> 505 N. County Farm Rd</td>
</tr>
<tr>
<td></td>
<td><strong>Room:</strong></td>
</tr>
<tr>
<td><strong>City:</strong> Eagan</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 55123</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Phone:</strong> 217-953-9552</td>
<td><strong>Phone:</strong> 630-407-8811</td>
</tr>
<tr>
<td><strong>Fax:</strong> 217-953-0870</td>
<td><strong>Fax:</strong> 630-407-8801</td>
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<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> West Payment Center</td>
<td><strong>Vendor #:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong></td>
<td><strong>Addr:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong>City:</strong> Carol Stream</td>
</tr>
<tr>
<td><strong>Address:</strong> P.O. Box 6292</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td></td>
<td><strong>Zip:</strong> 60197</td>
</tr>
<tr>
<td><strong>City:</strong> Wheaton</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60187</td>
<td><strong>Phone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th><strong>F.O.B.</strong></th>
<th><strong>PO 20 Delivery Date</strong></th>
<th><strong>Requisitioner</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Use for PO25 only</strong></td>
<td><strong>Contract Administrator</strong></td>
<td><strong>Contract Start Date</strong></td>
<td><strong>Contract End Date</strong></td>
</tr>
<tr>
<td><strong>Contract Administrator</strong></td>
<td><strong>PO 20 Delivery Date</strong></td>
<td><strong>Requisitioner</strong></td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Westlaw passwords - library staff</td>
<td>Westlaw passwords - library staff</td>
<td>19</td>
<td>1400</td>
<td>5960</td>
<td>52220</td>
<td></td>
<td>28,020.00</td>
<td>28,020.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Westlaw passwords - library staff</td>
<td>Westlaw passwords - library staff</td>
<td>20</td>
<td>1400</td>
<td>5960</td>
<td>52220</td>
<td></td>
<td>28,580.40</td>
<td>28,580.40</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>EA</td>
<td>Westlaw passwords - library staff</td>
<td>Westlaw passwords - library staff</td>
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<td>1400</td>
<td>5960</td>
<td>52220</td>
<td></td>
<td>29,152.01</td>
<td>29,152.01</td>
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<tr>
<td>4</td>
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<td>EA</td>
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<td></td>
<td></td>
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<td></td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>5</td>
<td></td>
<td>EA</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Requisition Total $85,752.4**

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

Contract total $85,752.41 pending budget approval.

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
### Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

**Attach Required Vendor Ethics Disclosure Statement**

<table>
<thead>
<tr>
<th>Vendor: West Thomson Reuters</th>
<th>Contract Term: 12/01/18 to 11/30/21</th>
<th>Contract Total: $85,752.41</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 1169</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept: Law Library</td>
<td>Contact: Mary Anderson</td>
<td>Phone: 630-407-8811</td>
</tr>
<tr>
<td>Assigned Committee: Judicial &amp; Public Safety Committee</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

Passwords for law library staff to use online legal resources unique to Thomson Reuters/Westlaw.

**Reason for Procurement**

Assist attorneys and public with legal research.

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): FY19 1400-5960-52220
- [ ] Budget Transfer (Date) Add'l Information

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification Form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # __________

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>M. C. A.</th>
<th>11/5/18</th>
<th>Signature on File</th>
<th>11/11/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
<td>Recommended for Approval</td>
<td>Date</td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>11/29/18</th>
<th>Procurement Officer</th>
<th>11/30/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>11/29/18</th>
<th>Chairman's Office</th>
<th>11/30/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>
### JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>13948</th>
<th>DEPARTMENT</th>
<th>Law Library</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANUFACTURER</td>
<td>West Thomson Reuters</td>
<td>PRODUCT #</td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:**

WestlawNext is a database for legal research. These passwords allow Law Library staff to assist attorneys and the public to research across West's databases as well as to update corresponding print materials that the Law Library can no longer maintain in book format.

**THIS IS A SOLE SOURCE BECAUSE VENDOR IS:**

- [ ] sole provider of a licensed or patented good or service
- [ ] sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- [ ] sole provider of factory-authorized warranty service
- [□] sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
- [ ] the manufacturer (please detail below or attach information regarding why only this manufacturer’s product can be used)
- [ ] the software manufacturer (and sole maintenance/update provider)
- [ ] other – (please detail below or in an attachment)

**REQUESTED SOURCE** West Thomson Reuters  
**PHONE** 217-953-9552  
**CONTACT** Tim Moore  
**WEBSITE** www.westlaw.com

**WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR’S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)**

Online titles and resources are unique to West including annotated statutes, Illinois specific treatises and practical resources. The format and editorial enhancements are unique to this publisher.

**HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)**

n/a

**WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)**

Signature on File  
Signature on File

DEPARTMENT APPROVAL: Signature on File  
DATE: 05/03/10

PURCHASING REVIEW: Signature on File  
DATE: 11-29-18
Order Form
Contact your representative tim.moore@thomsonreuters.com with any questions. Thank you.

Account Address
Account #: 1000576312
DUPAGE COUNTY LAW LIBRARY
MARY ANDERSON
505 N COUNTY FARM RD
WHEATON IL 60187-3907 US

Shipping Address
Account #: 1000576312
DUPAGE COUNTY LAW LIBRARY
MARY ANDERSON
505 N COUNTY FARM RD
WHEATON IL 60187-3907 US

Billing Address
Account #: 1000576312
DUPAGE COUNTY LAW LIBRARY
MARY ANDERSON
505 N COUNTY FARM RD
WHEATON, IL 60187-3907 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means “West”, “we” or “our” and Subscriber means “you”, or “I”. Subscription terms, if any, follow the ordering terms below.

ProFlex Products
See Attachment for details

<table>
<thead>
<tr>
<th>Service Material</th>
<th>Product</th>
<th>Monthly Charges</th>
<th>Minimum Term (Months)</th>
<th>Year Over Year Increase During Minimum Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>40757482</td>
<td>WEST PROFLEX</td>
<td>$2,335.00</td>
<td>36</td>
<td>2%</td>
</tr>
</tbody>
</table>

Minimum Terms

Online/Practice Solution/Software/ProFlex Products: Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber (“you” or “I”) is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software/ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products: At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term: Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes: You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys’ fees.

Settling a Disputed Balance: Payments marked “paid in full”, or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.
Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TWEWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate (“Excluded Charges”). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

The General Terms and Conditions, apply to all products ordered, except print and is located at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf.

The General Terms and Conditions for Federal Subscribers are located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-FST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

• Campus Research
• Contract Express
• Hosted Practice Solutions
• ProView eBooks
• Time and Billing
• West km Software
• West LegalEdcenter
• Westlaw
• Westlaw Doc & Form Builder
• Westlaw Paralegal
• Westlaw Patron Access
• Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products
You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: O-00331991

Signature on File

[Signature]

Printed Name
Mary Grace Anderson

Title
Law Library Manager

Date
10-11-18

© 2018 West, a Thomson Reuters business. All rights reserved.
**Order ID:** Q-00331991

Contact your representative tim.moore@thomsonreuters.com with any questions. Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**
- Payment Method: Bill to Account
  - Account Number: 1000576312

**Shipping Information:**
- Shipping Method: Ground Shipping - U.S. Only

**Order Confirmation Contact (#28)**
- Contact Name: Mary Anderson
- Email: mary.anderson@18thjudicial.org

---

### ProFlex Multiple Location Details

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Name</th>
<th>Account Address</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000576312</td>
<td>DUPAGE COUNTY LAW LIBRARY</td>
<td>505 N COUNTY FARM RD WHEATON IL 60187-3907 US</td>
<td>New</td>
</tr>
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### ProFlex Product Details

<table>
<thead>
<tr>
<th>Quantity</th>
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<th>Description</th>
</tr>
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<tbody>
<tr>
<td>2</td>
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<td>Gvt Know How For Government (Westlaw PRO™)</td>
</tr>
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<td>Attorneys</td>
<td>42077751</td>
<td>Gvt - National Primary Core</td>
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<td>Attorneys</td>
<td>42077755</td>
<td>Gvt - Analytical Plus for Government</td>
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<td>Gvt Litigation For Government (Westlaw PRO™)</td>
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### Account Contacts

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Email Address</th>
<th>Customer Type Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Anderson</td>
<td><a href="mailto:mary.anderson@18thjudicial.org">mary.anderson@18thjudicial.org</a></td>
<td>EML PSWD CONTACT</td>
</tr>
</tbody>
</table>

### Lapsed Products

<table>
<thead>
<tr>
<th>Sub Material</th>
<th>Active Subscription to be Lapsed</th>
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</thead>
<tbody>
<tr>
<td>40988651</td>
<td>Government Select Level States (WestlawNext™)</td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Nov 7, 2018

<table>
<thead>
<tr>
<th>Company Name: West Publishing Corporation</th>
<th>Company Contact: Customer Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 800-328-4880</td>
<td>Contact Email: <a href="mailto:customerservice@tr.com">customerservice@tr.com</a></td>
</tr>
</tbody>
</table>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,600, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

   • NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives, and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

   • NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: Signature on File

Printed Name: Alex Medrano
Title: Manager Government Contracts
Date: Nov 7, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
TO WEST, A. THOMAS REUTERS BUSINESS
TO PROVIDE ONLINE LEGAL RESEARCH PASSWORDS
FOR THE LAW LIBRARY
CONTRACT NOT TO EXCEED $198,324.51

WHEREAS, an agreement has been negotiated in accordance with County Board Policy; and

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a contract for the purchase of online legal research passwords for the Law Library for a contract total amount not to exceed $198,324.51.

NOW, THEREFORE, BE IT RESOLVED that said contract, is for the purchase of online legal research passwords for the Law Library, for the period of December 1, 2018 through November 30, 2021, be, and is hereby approved for the issuance of a contract purchase order by the Procurement Division to West, A Thomson Reuters Business, 610 Opperman Drive, Eagan, MN. 55123 for a contract total not to exceed $198,324.51.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TOTAL AMOUNT</th>
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<tr>
<td>November 13, 2018</td>
<td>$198,324.51</td>
<td>12/1/2018 - 11/30/2021</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
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<tr>
<td>Bernadette Mason</td>
<td>Completed</td>
<td>11/13/2018 3:05 PM</td>
</tr>
<tr>
<td>Lisa Herpel</td>
<td>Completed</td>
<td>11/28/2018 4:24 PM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>11/29/2018 11:08 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>11/29/2018 5:03 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/30/2018 11:01 AM</td>
</tr>
<tr>
<td>Judicial/Public Safety Committee</td>
<td>Completed</td>
<td>12/04/2018 8:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>12/11/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>12/11/2018 10:00 AM</td>
</tr>
</tbody>
</table>
### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):

- Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):
  - Contract total $198,324.51 pending budget approval

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):

---

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<tr>
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<th>Acct #</th>
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</tr>
</tbody>
</table>

| Requisition Total | $ 198,324.51 |

---

**Payment Terms**: F.O.B. PO 20 Delivery Date

**Use for**: Contract Administrator

**Destination**: Requisitioner

**Use for**: PO25 only
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.

### Vendor Information
- **Vendor:** West Thomson Reuters
- **Vendor #:** 11169

### Contract Details
- **Contract Term:** 12/1/18 to 11/30/21
- **Contract Total:** $198,324.51

### Vendor Contact
- **Contact:** Mary Anderson
- **Phone:** 630-407-8811

### Description of Procurement/Scope of Work/Background
- Passwords for attorneys and public to use online legal resources unique to Thomson Reuters/Westlaw.

### Reason for Procurement
- To provide access to digital content for attorneys and public.

### FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): FY18 1400-5960-52200
- Budget Transfer (Date) ____________ Add'l Information

### DECISION MEMO NOT REQUIRED
- LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102 (S) (attach Sole Source Justification form)
- PER 55 ILCS 5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- PER 55 ILCS 5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # __________________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

### Preparation and Approval
- **Prepared By:** [Signature on File]
- **Recommended for Approval:** [Signature on File] Date
- **IT Approval, if required:** Date

### Reviewed by
- **Procurement Officer:** [Signature on File] Date
- **Chairman's Office:** [Signature on File] Date

### Additional Information
- **Procurement budgeted for (FY and budget code(s)):** FY18 1400-5960-52200

---

**Description of Procurement/Scope of Work/Background:**

Passwords for attorneys and public to use online legal resources unique to Thomson Reuters/Westlaw.

**Reason for Procurement:** To provide access to digital content for attorneys and public.

**FUNDING SOURCE:** Procurement budgeted for (FY and budget code(s)): FY18 1400-5960-52200

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- **Recommended for Approval:** [Signature on File] Date
- **IT Approval, if required:** Date

**Reviewed by:**

- **Procurement Officer:** [Signature on File] Date
- **Chairman's Office:** [Signature on File] Date

---

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Passwords for attorneys and public to use online legal resources unique to Thomson Reuters/Westlaw.

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**FUNDING SOURCE:** Procurement budgeted for (FY and budget code(s)): FY18 1400-5960-52200

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- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
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**Preparation and Approval:**

- **Prepared By:** [Signature on File] Date
- **Recommended for Approval:** [Signature on File] Date
- **IT Approval, if required:** Date

**Reviewed by:**

- **Procurement Officer:** [Signature on File] Date
- **Chairman's Office:** [Signature on File] Date

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**Preparation and Approval:**

- **Prepared By:** [Signature on File] Date
- **Recommended for Approval:** [Signature on File] Date
- **IT Approval, if required:** Date

**Reviewed by:**

- **Procurement Officer:** [Signature on File] Date
- **Chairman's Office:** [Signature on File] Date
This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

### ProFlex Products
See Attachment for details

<table>
<thead>
<tr>
<th>Service Material</th>
<th>Product</th>
<th>Monthly Charges</th>
<th>Minimum Term (Months)</th>
<th>Year Over Year Increase During Minimum Term</th>
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<td>$5,347.00</td>
<td>36</td>
<td>3%</td>
</tr>
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#### Minimum Terms:

- **Online/Practice Solutions/Software/ProFlex Products**: Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solution service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

- **For Window Products**: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

#### Post Minimum Terms:

For Online/Practice Solutions/Software/ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Therefore, the Monthly Charges will increase every 12 months unless you notify us of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

For Window Products: At the end of the Minimum Term your Monthly Charges will be billed at our then-current rate. Therefore, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

### Federal Government Subscribers Optimum Minimum Term
Federal government subscribers that choose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

### Miscellaneous

- **Charges, Payments & Taxes**: You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

- **Settling a Disputed Balance**: Payments marked "paid in full" or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the agreement or dispute. This address is different from the address you use to make account payments.
Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see http://static.legal solutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.


The General Terms and Conditions, apply to all products ordered, except print and is located at https://static.legal solutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf

The General Terms and Conditions for Federal Subscribers are located at https://static.legal solutions.thomsonreuters.com/static/FederalThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legal solutions.thomsonreuters.com/static/Thomson Reuters-General-Terms-Conditions-PS.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Acknowledgement: Order ID: Q-00331025
Signature on File

Mary Grace Anderson
Printed Name

DuPage County Library Manager

Title

Date

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This Order Form will expire and will not be accepted after 12/8/2018.
Order ID: Q-00331025
Contact your representative tim.moore@thomsonreuters.com with any questions. Thank you.

Payment Method:
Payment Method: Bill to Account
Account Number: 1003374579

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Contact your representative lim. m oore@lhomsonrcukrs.com wilh any questions . Thank you.

Order Confirmation Contact (#28)
Contact Name: Mary Anderson
Email: mary.anderson@18thjudicial.org

Attachment

Account Number: 1003374579
Account Name: Dupage County Law Library
Account Address: 505 N County Farm Rd
Wheaton, IL 60187-3907 US
Action: New

Quantity | Unit | Service Material # | Description
--- | --- | --- | ---
5 | Seats | 42115615 | Pat Acc - Related Documents For Patron Access (Westlaw PRO™)
5 | Seats | 42115621 | Pat Acc - National Core for Patron Access
5 | Seats | 42115625 | Pat Acc - Know How for Patron Access
3 | Seats | 42115635 | Pat Acc - Analytical Plus for Patron Access

Contact Name: Mary Anderson
Email Address: mary.anderson@18thjudicial.org
Customer Type Description: EML PSWD CONTACT

Contact Name: Mary Anderson
Email Address: mary.anderson@18thjudicial.org
Customer Type Description: PATRON ACC TECH CONT

Lapsed Products

Sub Material: 41221125
Active Subscription to be Lapsed: Patron Access Select Concurrent Level 1 States 36-40 points (Westlaw PRO™)
JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
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</tbody>
</table>

MANUFACTURER | West Thomson Reuters

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:

WestlawNext is a database for legal research. These passwords allow attorneys and the public to research across West's databases as well as to update corresponding print materials that the Law Library can no longer maintain in book format.

THIS IS A SOLE SOURCE BECAUSE VENDOR IS:

☐ sole provider of a licensed or patented good or service
☐ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
☐ sole provider of factory-authorized warranty service
☐ sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
☐ the manufacturer (please detail below or attach information regarding why only this manufacturer's product can be used)
☐ the software manufacturer (and sole maintenance/update provider)
☐ other – (please detail below or in an attachment)

REQUESTED SOURCE | West Thomson Reuters
PHONE | 217-953-9552
CONTACT | Tim Moore
WEBSITE | www.westlaw.com

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)

Online titles and resources are unique to West including annotated statutes, Illinois specific treatises and practical resources. The format and editorial enhancements are unique to this publisher.

HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)

n/a

WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)

Signature on File

Signature on File

Signature on File

DEPARTMENT APPROVAL DATE: 11/4/18
PURCHASING REVIEW DATE: 11/29/18

Attachment: West 13949 - Sole Source (JPS-P-0007-19 : West, A. Thomson Reuters Business)
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County’s Contractual Obligation.

Company Name: West Publishing Corporation
Company Contact: Customer Service
Contact Phone: 800-328-4880
Contact Email: customerservice@ir.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount of or in excess of $25,000 shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

\[ \text{\checkmark} \quad \text{NONE} \quad (\text{check here}) - \text{If no contributions have been made} \]

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

\[ \text{\checkmark} \quad \text{NONE} \quad (\text{check here}) - \text{If no contacts have been made} \]

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
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A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

I hereby acknowledge that I have received, have read, and understand these requirements.

Signature on File

Authorized Signature

Printed Name
Alex Medrano

Title
Manager Government Contracts

Date
Nov 7, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO WEST THOMSON REUTERS
TO PROVIDE LEGAL BOOKS
AND UPDATES FOR THE LAW LIBRARY
(CONTRACT TOTAL AMOUNT: $283,524)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to West Thomson Reuters, to provide legal books and updates, for the period January 1, 2019 through December 31, 2021, for the Law Library.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide legal books and updates, for the Law Library, for the period January 1, 2019 through December 31, 2021, for the Law Library, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to West (a Thomson Reuters Business), 610 Opperman Dr., Eagan, MN 55123.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

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<td>Lisa Herpel</td>
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<tr>
<td>Kathy Ostrowski</td>
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<td>Judicial/Public Safety Committee</td>
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<tr>
<td>Finance Committee</td>
</tr>
<tr>
<td>County Board</td>
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# Purchase Requisition

## Procurement Services Division

**Send Purchase Order To:**
- **Vendor:** West Thomson Reuters  
  - **Vendor #:** 11169
- **Attn:** Tim Moore  
  - **Email:** Tim.Moore@thomsonreuters.com
- **Address:** 610 0-erman Dr, D6-12  
  - **City:** Eagan  
  - **State:** IL  
  - **Zip:** 55123
- **Phone:** 217-953-9552  
  - **Fax:** 217-953-0870

**Send Invoices To:**
- **Dept:** Law Library  
  - **Division:** Judicial Center
- **Attn:** Mary Anderson  
  - **Email:** Mary.Anderson@18thjudicial.org
- **Address:** 505 N. County Farm Rd  
  - **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187
- **Phone:** 630-407-881  
  - **Fax:** 630-407-8801

**Send Payments To:**
- **Vendor:** West Payment Center  
  - **Attn:**  
  - **Email:**
- **Address:** P.O. Box 6292  
  - **City:** Carol Stream  
  - **State:** IL  
  - **Zip:** 60197
- **Phone:**  
  - **Fax:**

**Ship To:**
- **Dept:** SAME  
  - **Division:**
- **Attn:**  
  - **Email:**
- **Address:** 421 N. County Farm Road  
  - **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187
- **Phone:**  
  - **Fax:**

**Payment Terms:** PER 50 ILCS 505/1  
**F.O.B.:**
**Destination:**
**PO 20 Delivery Date:**
**Requisitioner:**

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<th>Acct #</th>
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**Requisition Total:** $283,524.00

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

Contract total $283,524 pending budget approval.

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

<table>
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<tr>
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<tr>
<td>Dept: Law Library</td>
<td>Contact: Mary Anderson</td>
<td>Phone:</td>
<td>630-407-8811</td>
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<tr>
<td>Description of Procurement/ Scope of Work/ Background</td>
<td>Legal books in print unique to this publisher that are used by attorney</td>
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<td>Reason for Procurement</td>
<td>Assist attorneys with legal research</td>
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**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): FY19 1400-5960-52220
- [ ] Budget Transfer (Date) ____________ Add'l Information

---

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ___________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ___________________________ Intergovernmental Agreement
- X SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ___________________________ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ___________________________

---

**Signature on File (Initials Only)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Recommended for Approval</th>
<th>IT Approval, if required</th>
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<tr>
<td>M.G.A</td>
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<td>11/9/18</td>
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**REVIEWED BY (Initials Only)**

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<th>Buyer</th>
<th>Procurement Officer</th>
<th>Chairman's Office</th>
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</thead>
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<td>11-29-18</td>
<td>11-29-18</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>Date</td>
<td>Chairman’s Office</td>
</tr>
<tr>
<td>11-29-18</td>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
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Packet Pg. 554
# JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

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**DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:**

Thomson Reuters provide book titles that are unique to other legal publishers. The titles included in this contract are used by attorneys and some self-represented litigants on a frequent basis. These books allow attorneys and self-represented litigants to perform legal research quickly and easily.

**THIS IS A SOLE SOURCE BECAUSE VENDOR IS:**

- [ ] sole provider of a licensed or patented good or service
- [ ] sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- [ ] sole provider of factory-authorized warranty service
- [ ] sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
- [ ] the manufacturer (please detail below or attach information regarding why only this manufacturer's product can be used)
- [ ] the software manufacturer (and sole maintenance/update provider)
- [ ] other – (please detail below or in an attachment)

**REQUESTED SOURCE** West Thomson Reuters  
**CONTACT** Tim Moore  
**PHONE** 217-953-9552  
**WEBSITE** www.westlaw.com

**WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)**

These titles cover unique aspects of legal research and are only offered by Thomson Reuters including Illinois DUI handbooks, form books and annotated statutes.

**HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)**

N/A

**WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)**

!

**Signature on File**  
**DEPARTMENT APPROVAL**  
**DATE**  
**PURCHASING REVIEW**  
**DATE**
WEST ORDER FORM – SPECIAL OFFER
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55184-1803
Tel: 651-687-8000

THOMSON REUTERS

SUBSCRIBER INFORMATION

<table>
<thead>
<tr>
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<th>1000576312</th>
<th>Contact Name</th>
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<tr>
<td>Name</td>
<td>DuPage County Law Library</td>
<td>Title</td>
<td>Law Library Manager</td>
</tr>
<tr>
<td>Address Line 1</td>
<td>505 N County Farm Rd</td>
<td>Email</td>
<td><a href="mailto:mary.anderson@18thjudicial.org">mary.anderson@18thjudicial.org</a></td>
</tr>
<tr>
<td>Address Line 2</td>
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OFFER INFORMATION

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1. Assignment. This ordering document is subject to our approval. You may not assign, sublicense or otherwise transfer this ordering document without our prior written consent.

2. Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt.

3. Returns and Refunds. Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAI (including CLEAR Window), Monitor Suite, ProView EBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreements and Special Offer/print agreements are not refundable. Please see static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

4. Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this ordering document will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim will be brought in any federal court.

5. Confidentiality. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

6. Settling a Disputed Balance. Payments marked “paid in full”, or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the dispute. This address is different from the address you use to make account payments.

7. Library Maintenance Agreement. You currently subscribe to our print products. You desire to maintain your subscription to those titles at predictable monthly pricing through this library maintenance agreement (“LMA”). After the last Subscription Period and if the parties are not able to enter into a superseding LMA, you will continue to receive the print products described in the attached LMA Products grid; all of which will be billed separately at then-current rates. You will provide 60 days advanced written notice if you will not be entering into a superseding LMA. Either party may cancel these products at any time after the last Subscription Period upon written request. Information regarding the frequency and updates of our print products is available from your West sales representative.

8. Non-Availability of Funds. After the initial 12 months, you may cancel with 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget, or other official communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

9. LMA Swap. At the end of any complete Subscription Period you may delete or add print titles to the attached LMA Products grid for the following Subscription Period with 30 days prior written notice. The title changes will be memorialized in a document that is signed by both parties. The annualized retail value of the deleted print titles may not exceed 5% of the annualized Monthly Charges for the following Subscription Period. The Monthly Charges will not be decreased except for discontinued titles. The Monthly Charges will be increased if the value of added titles exceeds the value of deleted titles.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

DuPage County Law Library

Signature on file

[Signature]

Date

11/13/2018

Mary Grace Anderson

Name (please print)

Law Library Manager

Title

WEST PUBLISHING CORPORATION

Signature

Date

[Signature]

Name (please print)

Title

This Offer expires December 27, 2018 at 7:00 p.m. CT.

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This Offer expires December 27, 2018 at 7:00 p.m. CT.

**SPECIAL OFFER BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY)**

_DEFAULT_. Unless otherwise specified, you will receive one combined monthly invoice and a copy of each participating account's location usage reports - all mailed to the payer account office.

**AS IS.** Your current billing arrangement should remain unchanged.

**ALTERNATIVE #2.** Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

**ALTERNATIVE #3.** (Not available for orders with concurrent users). An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.

Mail to Account: ____________

Please note: These billing arrangements do not affect Quickview+.

**LMA BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY)**

**OPTION A: Single Invoice.** One invoice is sent to the contracting main account representing all libraries/locations covered under the LMA.

**OPTION B: Location-Level Invoice.** LMA values are invoiced to each office location separately based upon a snapshot of print title inventory on a monthly basis and matched to the LMA charges at the total subscriber level. The location-level invoice automatically adjusts to provide the most accurate valuation of print titles by location in a given month.

**OPTION C: Fixed Value By Location.** LMA values are established at the inception of the LMA at the location-level based upon the total library valuation at the beginning of the LMA. These amounts are fixed for the duration of the LMA. If changes to the underlying library print titles subscriptions occur, charges are not adjusted at the location level. Please indicate where the invoices should be sent:

- One bill to the main location
- Individual bill to each location

Please note: These billing arrangements do not affect Quickview+.

---

This Offer expires December 27, 2018 at 7:00 p.m. CT.

Required Vendor Ethics Disclosure Statement
Failure to complete and return this form may result in delay or cancellation of the County’s Contractual Obligation.

Company Name: West Publishing Corporation
Contact Phone: 800-328-4880

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

- NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

- NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
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</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name: Alex Medrano
Title: Manager Government Contracts
Date: Nov 7, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO SUTTON FORD, INC.
TO FURNISH ONE (1) 2019 FORD F550
4X4 ONE TON DUMP TRUCK
THE PUBLIC WORKS DEPARTMENT
(CONTRACT TOTAL AMOUNT: $59,434.00)

WHEREAS, Section 2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to jointly purchase personal property, supplies and services jointly with one or more other governmental units when purchases were made by a competitive selection as provided in section 4 of the Act; and

WHEREAS, the Suburban Purchasing Cooperative (SPC), a governmental unit as defined by the Governmental Joint Purchasing Act, has let a contract for the purchase of one (1) 2019 Ford F550 dump truck through a competitive process and has authorized the County to make procurements in accordance with the terms of such contract; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Sutton Ford, Inc., to furnish one (1) 2019 Ford F550 4x4 dump truck, for the Public Works Department.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said to furnish one (1) 2019 Ford F550 4x4 dump truck, for the Public Works Department, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Sutton Ford, Inc. 21315 Central Avenue, Matteson, Illinois, 60443, for a total contract amount not to exceed $59,434.00.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
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<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
<td>November 20, 2018</td>
</tr>
<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
<td>$59,434</td>
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<tr>
<td><strong>CONTRACT TERM</strong></td>
<td>N/A</td>
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<td><strong>REQUESTING DEPT.</strong></td>
<td>PUBLIC WORKS</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

Decision Memo Required  Per Cooperative Agreement

- Angela Bendinelli: Completed 11/20/2018 12:27 PM
- Nick Kottmeyer: Completed 11/20/2018 3:38 PM
- Kathy Ostrowski: Completed 11/26/2018 3:44 PM
- Paul Rafac: Completed 11/27/2018 6:14 PM
- Tom Cuculich: Completed 11/27/2018 6:17 PM
- Kathy Ostrowski: Completed 11/28/2018 11:19 AM
- Public Works Committee: Completed 12/04/2018 8:45 AM
- Finance Committee: Pending 12/11/2018 8:00 AM
- County Board: Completed 12/11/2018 10:00 AM
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Sutton Ford, Inc.</th>
<th>Contract Term:</th>
<th>$59,434.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept:</td>
<td>Public Works</td>
<td>Phone:</td>
<td>630-985-7400</td>
</tr>
<tr>
<td>Vendor #:</td>
<td></td>
<td>Assigned Committee:</td>
<td>Public Works</td>
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</table>

### Description of Procurement/Scope of Work/Background

Purchase of a Ford F-550 dump truck in the amount of $59,434.00 per the Suburban Purchasing Cooperative contract #182

### Reason for Procurement

The Ford F-550 dump truck is needed for light construction projects, landscaping and maintenance activities on Public Works sewer and water systems.

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): 2000-2665-54120
- Budget Transfer (Date) Add'l Information

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ___________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ___________________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- [x] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] Per Coop (DPC4-107) select one below
  - NWMC Northwest Municipal Conference/SPC # 182
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ___________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ___________________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

- Prepared By ___________________________ Date 11/20/2018
- Recommended for Approval ___________________________ Date 11/20/2018
- IT Approval, if required ___________________________ Date

### REVIEWED BY (Initials Only)

- Buyer ___________________________ Date 11-27-18
- Procurement Officer ___________________________ Date 11-27-18
- Chief Financial Officer (Decision Memos Over $25,000) ___________________________ Date 11-27-18
- Chairman’s Office (Decision Memos Over $25,000) ___________________________ Date 11-27-18

---

**Packet Pg. 562**
SPC
SUBURBAN PURCHASING
COOPERATIVE

Contract #182
2019 Ford F-550

www.suttonford.com

Contact: Kyle Mohrbach, Fleet Manager
Phone: 708-720-8013
Email: kmohrbach@suttonford.com

Please contact us with any questions and to learn about upfitting options.
Customer Proposal

Prepared for:

Dwane Kozak  
Dupage Public Works  
Office: 630-946-0938  
Email: dwane.kozak@dupageco.org

Prepared by:

Kyle Mohrbach  
Office: 708-720-8013  
Email: kmohrbach@suttonford.com

Date: 11/15/2018  
Vehicle: 2019 F-550 Chassis XL  
4x4 SD Regular Cab 169" WB DRW  
Quote ID: DPWF550
<table>
<thead>
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<th>Description</th>
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<tbody>
<tr>
<td>F5H</td>
<td>Base Vehicle Price (F5H)</td>
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<tr>
<td>660A</td>
<td>Order Code 660A</td>
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<tr>
<td>99T</td>
<td>Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20</td>
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<tr>
<td>44W</td>
<td>Transmission: TorqShift 6-Speed Automatic</td>
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<tr>
<td>X8L</td>
<td>Limited Slip w/4.88 Axle Ratio</td>
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<tr>
<td>68M</td>
<td>GVWR: 19,500 lb Payload Plus Upgrade Package</td>
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<tr>
<td>TGM</td>
<td>Tires: 225/70Rx19.5G BSW Traction (TGM)</td>
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<tr>
<td>64Z</td>
<td>Wheels: 19.5&quot; Argent Painted Steel</td>
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<tr>
<td>945</td>
<td>Stainless Steel Wheel Covers (Pre-Installed)</td>
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<td>A</td>
<td>HD Vinyl 40/20/40 Split Bench Seat</td>
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<td>PAINT</td>
<td>Monotone Paint Application</td>
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<td>169WB</td>
<td>169&quot; Wheelbase</td>
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<td>96V</td>
<td>XL Value Package</td>
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<td>90L</td>
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<td>535</td>
<td>High Capacity Trailer Tow Package</td>
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<td>4x4 Electronic-Shift-On-The-Fly (ESOF)</td>
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<td>41H</td>
<td>Engine Block Heater</td>
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<td>98R</td>
<td>Operator Commanded Regeneration (OCR)</td>
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<td>67B</td>
<td>Dual Extra Heavy-Duty Alternators (Total 377-Amps)</td>
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<td>18B</td>
<td>Platform Running Boards</td>
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<td>Radio: AM/FM Stereo/MP3 Player</td>
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<td>Exterior Backup Alarm (Pre-Installed)</td>
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<td>Medium Earth Gray</td>
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<td>Z1_01</td>
<td>Oxford White</td>
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Dwane Kozak, Dupage Public Works
By: Kyle Mohrbach Date: 11/15/2018
## Pricing - Single Vehicle

### Vehicle Pricing

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<th>Description</th>
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<tr>
<td>Options &amp; Colors</td>
<td>$15,000.00</td>
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<td>Upfitting</td>
<td>$0.00</td>
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<td>Destination Charge</td>
<td>$1,495.00</td>
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**Subtotal** $58,705.00

### Pre-Tax Adjustments

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<td>M-Plates and Title</td>
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<td>SPC Delivery</td>
<td>$150.00</td>
</tr>
<tr>
<td>ATKnap</td>
<td>Knaphiede E-Coat 11' Dump</td>
<td>$10,236.00</td>
</tr>
<tr>
<td>SPC</td>
<td>SPC Contract Discount</td>
<td>-$9,857.00</td>
</tr>
</tbody>
</table>

**Total** $59,434.00

---

Prepared for: Dwane Kozak, Dupage Public Works  
By: Kyle Mohrbach  
Date: 11/15/2018

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
## Decision Memo

### Procurement Services Division

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Public Works</th>
<th>Department Contact: Sean Reese</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Sean.Reese@dupageco.org">Sean.Reese@dupageco.org</a></td>
<td>Contact Phone: 630-985-7400</td>
</tr>
<tr>
<td>Vendor Name: Sutton Ford, Inc.</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

### Action Requested

Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval of purchase of a Ford F-550 Dump Truck to be used by the Public Works Department thru the Suburban Purchasing Cooperative Contract #182 in the amount of $59,434.

### Summary Explanation/Background

Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

This vehicle purchase is needed for light construction projects, landscaping and maintenance activities on Public Works sewer and water systems. The Maintenance Department currently has one 1-ton dump truck that is 20 years old and has approximately 110,000 miles.

### Strategic Impact

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

This vehicle will be used to maintain the sewer and water infrastructure and help provide reliable, high quality service.

### Source Selection/Vetting Information

Describe method used to select source.

Public Works investigated pricing and availability from the SPC, State of Illinois & Sourcewell Cooperative Purchasing Agreements. SPC received three (3) bids and State of Illinois received four (4) bids from vendors. Sourcewell was not able to supply the vehicle specified. The State of Illinois contract had an F-550 with a stainless steel dump body meeting required specifications for $63,692. The SPC contract had the same specified vehicle with an E-coat dump body for $59,434. Staff does not recommend the extra cost for the stainless steel body for the application the truck will be used for within the Public Works Department. In addition to the three cooperatives, staff verbally checked pricing from an upfitting vendor named Autotruck. Autotruck staff stated they are unable to offer a lower price than either the SPC or the State of Illinois Co-op.

### Recommendations/Alternatives

Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Staff recommends securing a contract to purchase a Ford F-550 Dump Truck through the Suburban Purchasing Cooperative Contract #182. Recommended due to this price being the lowest over all other sources.
2) The second option includes going out to bid, however this is not recommended.

### Fiscal Impact/Cost Summary

Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

$59,434 will be removed from line 2000-2665-54120

---

Packet Pg. 567
### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Sutton Ford Inc</th>
<th>Vendor #:</th>
<th>Dept: DuPage County Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Kyle Mohrbach</td>
<td>Email: <a href="mailto:kmohrbac@stonford.com">kmohrbac@stonford.com</a></td>
<td>Attn: Accounts Payable</td>
</tr>
<tr>
<td>Address: 21315 Central Avenue</td>
<td>Address: 7900 S. Route 53</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Matteson</td>
<td>State: IL</td>
<td>Zip: 60443</td>
</tr>
<tr>
<td>Phone: 708-720-8013</td>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: DuPage County Public Works</th>
<th>Division:</th>
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</thead>
<tbody>
<tr>
<td>Attn: Accounts Payable</td>
<td>Email: <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 21315 Central Avenue</td>
<td>Address: 7900 S. Route 53</td>
</tr>
<tr>
<td>City: Matteson</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 708-720-8013</td>
<td>Fax:</td>
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</tbody>
</table>

### Send Payments To:

<table>
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<tr>
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<th>Dept: SAME</th>
<th>Division:</th>
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<tr>
<td>Attn:</td>
<td>Email:</td>
<td>Room:</td>
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<tr>
<td>Address: 21315 Central Avenue</td>
<td>Address: 7900 S. Route 53</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Matteson</td>
<td>State: IL</td>
<td>Zip: 60443</td>
</tr>
<tr>
<td>Phone: 708-720-8013</td>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

### F.O.B.:

- PER 50 ILCS 505/1
- Destination: ASAP

### PO 20 Delivery Date:

- Asap

### Requisitioner:

- Amy Arlowe

### Payment Terms:

- F.O.B.
- PO 20 Delivery Date
- Requisitioner

### Use for:

- PO25 only

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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<tbody>
<tr>
<td>1</td>
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<td>EA</td>
<td>Ford F550 Dump truck per</td>
<td>Ford F550 Dump truck per Surburban Purchasing Cooperative contract #182</td>
<td>2000</td>
<td>2665</td>
<td>54120</td>
<td>59,434.00</td>
<td>59,434.00</td>
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</tbody>
</table>

### Requisition Total:

- $59,434.00

### Header Comments:

(These comments will appear on the PO20 and PO25 Purchase Order):

- Special Instructions/Comments to Buyer or Approver:

(These comments will NOT appear on the Purchase Order):

- User Department Internal Notes:

(These comments will NOT appear on the Purchase Order):
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Company Name: Sutton Ford
Company Contact: Kyle Mohrbach
Contact Phone: 708-720-8013
Contact Email: kmohrbach@suttonford.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**X** NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

**X** NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows: If information changes, within five (5) days of change, or prior to county action, whichever is sooner, 30 days prior to the optional renewal of any contract. Annual disclosure for multi-year contracts on the anniversary of said contract. With any request for change order except those issued by the county for administrative adjustments.

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name

Kyle Mohrbach

Title

Fleet Manager

Date

11/19/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ______ (total number of pages)

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.1
4/1/16

Packet Pg. 569
AWARDING RESOLUTION
TO ROESCH FORD FOR THE PURCHASE OF
THREE (3) 2019 FORD F-150 TRUCKS FOR THE DU PAGE COUNTY
DEPARTMENT OF PUBLIC WORKS
(COUNTY COST OF: $95,742.00)

WHEREAS, Section 2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to jointly purchase personal property, supplies, and services jointly with one or more other governmental units when such purchases were made by competitive selection as provided in Section 4 of the Act; and

WHEREAS, the Northwest Municipal Conference (NWMC), a governmental unit as defined by the Governmental Joint Purchase Act, has let a contract for the purchase of three (3) 2019 Ford F150 trucks, for the Department of Public Works, through a competitive process and has authorized the County to make procurements in accordance with the terms of such contract; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Roesch Ford for the purchase of three (3) 2019 Ford F150 trucks for the Department of Public Works.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the purchase of three (3) 2019 Ford F150 trucks, for the Department of Public Works, be, and is hereby approved for issuance of a contract purchase order by the Procurement Division to Roesch Ford, 333 W. Grand Avenue, Bensenville, IL 60108, for a contract total amount of $95,742.00, per Northwest Municipal Conference Contract #148, pricing in compliance with 30 ILCS 525/2 “Government Joint Purchasing Act”.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

____________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
JEAN KACZMAREK, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
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<tbody>
<tr>
<td>November 20, 2018</td>
<td>N/A</td>
<td>$95,742.00</td>
<td>PUBLIC WORKS</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

- Angela Bendinelli  Completed 11/20/2018 1:35 PM
- Nick Kottmeyer  Completed 11/20/2018 3:37 PM
- Kathy Ostrowski  Completed 11/26/2018 3:09 PM
- James McGuire  Completed 11/29/2018 10:45 AM
- Paul Rafac  Completed 11/29/2018 4:56 PM
- Tom Cuculich  Completed 11/29/2018 4:59 PM
- Kathy Ostrowski  Completed 11/30/2018 11:52 AM
- Public Works Committee  Completed 12/04/2018 8:45 AM
- Finance Committee  Pending 12/11/2018 8:00 AM
- County Board  Completed 12/11/2018 10:00 AM
### Purchase Requisition
**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Roesch Ford  
- **Vendor #:** 13282  
- **Dept:** DuPage County Public Works
  - **Division:**
- **Attn:** Brian Kilduff  
- **Email:** briankilduff@roeschtruck.com
- **Address:** 333 W. Grand Avenue  
- **City:** Bensenville  
- **State:** IL  
- **Zip:** 60180  
- **Phone:** 630-279-6000  
- **Fax:** 630-451-3509

**Send Invoices To:**
- **Dept:** DuPage County Public Works  
- **Division:**
- **Attn:** Accounts Payable  
- **Email:** pwaccountspayable@dupageco.org
- **Address:** 7900 S. Route 53  
- **City:** Woodridge  
- **State:** IL  
- **Zip:** 60517  
- **Phone:** 630-985-7400  
- **Fax:** 630-985-4802

**Send Payments To:**
- **Vendor:**
- **Vendor #:**
- **Attn:**
- **Email:**
- **Address:**
- **City:**
- **State:** IL  
- **Zip:**
- **Phone:**
- **Fax:**

### Payment Terms
- **F.O.B.:**
- **PO 20 Delivery Date:**
- **Requisitioner:**
- **Destination:**
- **PO 50 Delivery Date:**
- **PO 25 Delivery Date:**
  - **Asap:**
- **PER 50 ILCS 505/1:**

**Use for:**
- **Contract Administrator:**
- **Contract Start Date:**
- **Contract End Date:**
  - **PO25 only:**

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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<tbody>
<tr>
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<td>31,914.00</td>
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</tr>
</tbody>
</table>

**Requisition Total:** $95,742

### Header Comments
(These comments will appear on the PO20 and PO25 Purchase Order):

### Special Instructions/Comments to Buyer or Approver
(These comments will NOT appear on the Purchase Order):

### User Department Internal Notes
(These comments will NOT appear on the Purchase Order):
### Truck Center

**DUPAGE COUNTY PUBLIC WORKS**

**Buyer**

**Co-Buyer**

**Street**

**City, St, Zip**

**Phone**

**Fax**

**Email**

---

**Make**

**Model**

**Color**

**Type of Sale**

**Year**

**Bodystyle**

**Type of Sale -CASH**

**VIN**

**Vehicle Payoff Information**

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Phone</th>
<th>Contact</th>
</tr>
</thead>
</table>

**Vin:**

**NETV 2019 FORD F150 SUPER CAB 4X4 6 1/2 BOX X L TRIM**

**100A Pref PKG**

**White-Exterior Color**

**CLOTH 40/CONSOLE /40 FRT SEAT**

**5.0L V8 ENG / 6 SPEED AUTOMATIC TRANS / 3.73 LTD SLIP AXLE**

**Class IV Trailer Hitch / XL Chrome Appearance PKG**

**Platform Running Boards /Reverse Sensing / Power Group**

**Windows, Locks, Mirrors, Remote Keyless Entry / Sync / AM-FM Stereo**

**Air Cond / Spray In Bedliner / Daytime Running Lights / Backup Alarm**

**CD ROM-Service Manual**

**(3) Units @ $31914.00 Total $95742.00**

---

**Vehicle Payoff Information**

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Phone</th>
<th>Contact</th>
</tr>
</thead>
</table>

**Trade-in Value**

**Sub-Total**

**Electronic Registration Tax**

**Sales Tax**

**License & Title**

**Documentation**

**Safety Inspection**

**Cook County Use Tax (1.00%)**

**Add Payoff**

**Total Cash Delivered Price**

**Extended Service Plan**

**Rebate**

**Deposit Receipt**

**C.O.D.**

**Contract**

---

**Price:**

**Total Cash Sale Price:**

**Total Cash Delivered Price:**

---

** DUPAGECOUNTYPW FO F150 BC 11192018**

---

**Signature of Customer**

---

**Please take notice: This order is not valid unless signed by Management of Roesch Ford.**

---

**1) This agreement is subject to the additional terms and conditions on the back of this order.**

**2) No other agreement, verbal or otherwise, will be honored. Read this order on both sides to avoid any misunderstandings.**

**3) Sales Tax to be calculated based on Illinois state tax law in effect at time of delivery.**

---

**Agree to the terms & conditions hereon:**

**Sales/Associate:**

**Approved By:**

---

**Packet Pg. 573**
# Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** Roesch Ford  
**Vendor #:** 13282  
**Contract Term:** N/A  
**Contract Total:** $95,742.00

**Dept:** Public Works  
**Contact:** Amy Arlove  
**Phone:** 630-985-7400

**Description of Procurement/Scope of Work/Background:**

Purchase of three (3) F-150 trucks to be used in the Public Works Department in the amount of $95,742 per NWMC Contract #148.

**Reason for Procurement:**

These vehicles will be used in the Public Works electrical, water and underground maintenance departments. They will be used for the daily work functions at such locations as well houses, lift stations, treatment plants, collection systems maintenance and distribution system maintenance. These vehicles may also be used for on-call personnel for any after-hours emergency response that may be required.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 2000-2665-54120

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID #  
  (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL, Enter Bid #  
  Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
  Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC-4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)
  Per Coop (DPC-4-107) select one below
  - NWMC Northwest Municipal Conference/SPC # 148

- EXPLANATION OF REQUEST FOR PROPOSAL RFP #  
  (include Evaluation Summary if applicable)
- RENEWAL OF RFP #
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID #

---

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
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**Form Optimized for Acrobat and Adobe Reader Version 9 or Later**
**Decision Memo**

**Procurement Services Division**

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

---

**Date:** Nov 19, 2018

**MinuteTraq (IQM2) ID #:** 14012

**Department Requisition #:**

---

**Requesting Department:** Public Works

**Department Contact:** Sean Reese

**Contact Email:** Sean.Reese@dupageco.org

**Contact Phone:** 630-985-7400

**Vendor Name:** Roesch Ford

**Vendor #:** 13282

---

**Action Requested**

Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Recommendation for the approval for the purchase of three Ford (3) F-150 trucks to be used by the Public Works Department through the Northwest Municipal Conference Contract #148 in the amount of $95,742.

---

**Summary Explanation/Background**

Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

These vehicle purchases are needed for the daily transportation needs of various Public Works staff. One truck will be used by the Public Works Electrical Supervisor, one will be used the Public Works Utility Inspector for field inspections & utility locations and one will be used by a Water Department Operator for maintenance and operation of County owned water systems. All three vehicles will also be used by staff to respond to 24-hour emergency calls.

---

**Strategic Impact**

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

**Quality of Life**

These vehicles will be used for the daily transportation needs of various Public Works staff and will also be used for on-call personnel for any after-hours emergency responses that may arise.

---

**Source Selection/Vetting Information**

Describe method used to select source.

Public Works investigated pricing and availability from three Cooperative Pricing Agreements: Suburban (SPC), State of Illinois & Sourcewell Cooperative Purchasing Agreements. SPC received three (3) bids, Sourcewell received three (3) bids and the State of Illinois contract is currently expired. Roesch Ford is the low bidder on the SPC contract with a specified vehicle cost of $31,914. National Auto Fleet Group is the low bidder on the Sourcewell contract, the specified vehicle is $32,546. In addition to the Cooperative Purchasing Agreements, Public Works periodically checks pricing of vehicles with local vendors. Based on previous estimates, the local vendors have not been lower than the Cooperative Agreements.

---

**Recommendations/Alternatives**

Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Staff recommends securing a contract to purchase three Ford (3) F-150 trucks through the NWCM Contract #148. Recommended due to this price being the lowest over all other sources.

2) The second option includes going out to bid, however this is not recommended.

---

**Fiscal Impact/Cost Summary**

Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

$95,742 will be removed from line 2000-2665-54120
Required Vendor Ethics Disclosure Statement

Date: 11-19-18

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

X NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

X NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contact or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows: If information changes, within five (5) days of change, or prior to county action, whichever is sooner 30 days prior to the optional renewal of any contract. Annual disclosure for multi-year contracts on the anniversary of said contract. With any request for change order except those issued by the county for administrative adjustments.

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupageco.org/CityBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Title

Date

Page of (total number of pages)
AWARDING RESOLUTION
ISSUED TO WEATHERPROOFING TECHNOLOGIES, INC.
FOR ROOF INSPECTION, PREVENTATIVE MAINTENANCE
AND MINOR REPAIRS AS NEEDED AT VARIOUS PUBLIC WORKS FACILITIES
(CONTRACT AMOUNT NOT TO EXCEED: $37,602.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (National IPA), the County of DuPage will contract with Weatherproofing Technologies, Inc.; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Weatherproofing Technologies Inc., to provide roof inspection, preventative maintenance, and minor repairs as needed for various Public Works facilities, for the period December 11, 2018 through December 10, 2021, for Public Works

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide roof inspection, preventative maintenance, and minor repairs as needed for various Public Works facilities, for the period December 11, 2018 through December 10, 2021, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Weatherproofing Technologies Inc., 3735 Green Road, Beachwood, OH 44122, for a total contract amount not to exceed $37,602.00.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 20, 2018</td>
<td>$37,602.00</td>
<td>DECEMBER 11, 2018 THROUGH DECEMBER 10, 2021</td>
<td>PUBLIC WORKS</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angela Bendinelli</td>
<td>Completed</td>
<td>11/20/2018 2:35 PM</td>
</tr>
<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
<td>11/20/2018 3:37 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/21/2018 8:00 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>11/29/2018 10:44 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>11/29/2018 4:54 PM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>11/29/2018 4:56 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
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<td>Public Works Committee</td>
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<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>12/11/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>12/11/2018 10:00 AM</td>
</tr>
</tbody>
</table>
Procurement Review Checklist
Procurement Services Division

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Weatherproofing Technologies, Inc.</th>
<th>Vendor #: 13081</th>
<th>Contract Term: December 11, 2018 through December 10, 2021</th>
<th>Contract Total: $37,602.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Public Works</td>
<td>Contact: Sean Reese</td>
<td>Phone: 630-985-7400</td>
<td>Assigned Committee: Public Works</td>
</tr>
</tbody>
</table>

Description of Procurement/Scope of Work/Background
Contract with Weatherproofing Technologies, Inc. for roof inspection, preventative maintenance and minor repairs as needed at various Public Works locations in the amount of $37,602 per the National IPA Contract #R132205.

Reason for Procurement
Due to age, roofing maintenance, inspections and minor repairs are necessary at many Public Works locations which include administrative offices, wastewater treatment facilities and well houses. Having a consistent roof maintenance program will assist with extending the life of existing roofs at these facilities through timely inspections and preventative maintenance.

FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 2000-2550-53300 / 2000-2640-53300
- Budget Transfer (Date) Add'l Information

DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or Bid # ____________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- Per Coop (DPC4-107) select one below
  - National IPA/TCPM # R132205

- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________ (Include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER of COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ____________

<table>
<thead>
<tr>
<th>PREPARED BY AND APPROVAL(S) (Initials Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By:</td>
</tr>
<tr>
<td>IT Approval, if required:</td>
</tr>
</tbody>
</table>

REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer:</td>
</tr>
<tr>
<td>Date</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Financial Officer</td>
</tr>
<tr>
<td>(Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.8
9/11/17
Packet Pg. 579
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Nov 19, 2018
MinuteTraq (IQM2) ID #: 14018

Department Requisition #: 

Requesting Department: Public Works
Department Contact: Sean Reese
Contact Email: Sean.Reese@dupageco.org
Contact Phone: 630-985-7400
Vendor Name: Weatherproofing Technologies, Inc.
Vendor #: 

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Recommendation for the approval of a contract purchase order to Weatherproofing Technologies, Inc. for roof inspection, preventative maintenance and minor repair as needed for various Public Works locations which include administrative offices, wastewater treatment facilities and well houses.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Due to the aging of roofs at many Public Works facilities, roofing maintenance, inspections and minor repairs are necessary. Having a consistent roof maintenance program will assist with extending the life of existing roofs through timely inspections and preventative maintenance.

Strategic Impact
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Quality of Life

Having proper roof maintenance is essential in order to keep the County's wastewater treatment facilities and well houses functioning properly.

Source Selection/Vetting Information - Describe method used to select source.

Region 4 ESC through the National IPA/TCPN received responses from nine (9) vendors to RFP #13-22 for Roofing Products and Services. An evaluation committee of an architect, engineer and general contractor and two (2) TCPN evaluators recommended that five (5) contracts be awarded. Multiple awards are necessary in order to serve the entire nation. Each proposal was evaluated on the following predetermined criteria: Products/Pricing, Performance Capability, Qualifications & Experience, and Value Add. Tremco Incorporated was determined to be competitively priced and strong for the specified products and services. Through National IPA/TCPN Tremco Incorporated and its affiliate WTI (Weatherproofing Technologies, Inc.) provide an access to an exceptional range of roofing components and services that can extends a roof's service life, reducing life-cycle costs while improving performance.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Approve a contract with Weatherproofing Technologies, Inc. for roof inspection, preventative maintenance and minor repair as needed at various Public Works locations. Recommended in order to extend the life of existing roof systems.
2) Do not approve contract. Not recommended due to the need to maintain roofs so they will not fall into disrepair.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

$30,082 will be removed from line 2000-2550-53300
$7,520 will be removed from line 2000-2640-53300
**Purchase Requisition**

**Procurement Services Division**

---

**Send Purchase Order To:**

Vendor: Weatherproofing Technologies, Inc.  
Vendor #: 13081

Attn: John Momper  
Email: jmomper@temcoinc.com

Address: 3735 Green Road

City: Beachwood  
State: OH  
Zip: 44123

Phone:  
Fax:  

---

**Send Invoices To:**

Dept: DuPage County Public Works  
Division:  
Attn: Accounts Payable  
Email: pwaccountspayable@dupageco.org

Address: 7900 S. Route 53  
Room:  
City: Woodridge  
State: IL  
Zip: 60517

Phone: 630-985-7400  
Fax: 630-985-4802

---

**Send Payments To:**

Vendor: Tremco/Weatherproofing Technologies Inc.  
Vendor #: 13081

Attn:  
Email:  
Address: P.O. Box 93111

City: Cleveland  
State: OH  
Zip: 44193-0511

Phone:  
Fax:  

---

**Ship To:**

Dept: SAME  
Division:  
Attn:  
Email:  
Address:  
City:  
State: IL  
Zip:  
Phone:  
Fax:  

---

**Payment Terms**

F.O.B.  
PO 20 Delivery Date  
Requisitioner

Use for Contract Administrator  
Contract Start Date  
Contract End Date  
Use for PO25 only  
Amy Arlowe/Sandra Martinez  
Dec 11, 2018  
Dec 10, 2021  
PO25 only

---

**Item Detail**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Roof inspection and preventative maintenance program per National IPA Contract #R132205 for a 3-year period from 12/11/18 thru 12/10/21</td>
<td>2000 2550 53300</td>
<td>30,082.00</td>
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<td>7,520</td>
<td></td>
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</tr>
</tbody>
</table>

**Requisition Total** $37,602

---

**Header Comments** (These comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (These comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (These comments will NOT appear on the Purchase Order):
Prepared for:
Sean Reese
DuPage Public Works

Roof Inspection and Maintenance Proposal
(TremCare Gold)

Prepared by:
John Momper - Field Advisor
Tremco Inc.

May 31, 2018
May 31, 2018

Sean Reese
7900 S. Route 53
Woodridge, Illinois
DuPage Public Works

Re: Roof Inspection and Maintenance Renewal Proposal

Dear Sean,

The following proposal has a brief description of how we would approach a Tremcare Roof Maintenance & Management Program for DuPage Public Works:

Anticipated Savings and Benefits:
A good, consistent roof maintenance program is the only way to assure that well constructed roofs will reach their maximum life expectancy. Over the long term, extending the useful life of roofs can save facilities hundreds of thousands of dollars. This can be accomplished by:

- Extending the useful life of your existing roofs
- Reducing the number of leaks, and the amount of damage caused by leaks
- Reducing time spent away from your core business investigating leaks
- Reducing the amount of structural damage to walls and masonry
- Reducing the amount of energy loss caused by wet insulation

Other Benefits:
- Most roof warranties require the owner to perform regular inspections and maintenance. This service will document that inspections were performed.
- Provides an historical record of repair work.
- Eliminates sudden unexpected roof replacement.
- Allows an owner to budget for future roof replacement.
- Helps eliminate poor air quality problems caused by wet insulation and water infiltration.
- Helps eliminate safety hazards associated with slippery wet floors.
- Helps eliminate distractions caused by water dripping into the building.
- Provides a computerized data base for all roof related information.

The survey will outline the construction, and condition of each roof as well as recommendations for future work.
Phase 1: Initial Roof Inspection
- Annual Roof Inspection and Maintenance
- Tremco/WTI Repair Personnel
- Tremco On-line computerized roof software program (OLI)
- The report generated will include photos of the maintenance performed, recommendations, budgets, and a CADD drawing of each building.

The database software is a true roof management program. It will identify the ages and types of roofs. The program will generate leak reports and repair reports. In addition, there is a spreadsheet feature for establishing short and long term budgets.

Phase 2: Annual Housekeeping and Preventative Maintenance Program
Tremco/WTI will complete the following preventative maintenance, housekeeping and roof related leak coverage:

**HOUSEKEEPING**
Tremco will perform the following housekeeping.
* Remove debris from roof membranes around drains, and scuppers

**PREVENTIVE MAINTENANCE**
*Tremco will perform the following preventive maintenance:

**Metal Edge Flashings**
* Tears, splits and breaks in the membrane flashing
* Open/split flashing strip-ins repaired
* Metal edge cleats and clips re-secured
* Exposed fasteners resealed

**Parapet Wall and Counterflashings Systems**
* Tears, splits and breaks in the membrane flashings
* Breaks, tears and splits in flashing strip-ins repaired
* Coat all exposed reinforcing membrane
* Exposed fasteners resealed
* Voids in termination bars, counterflashings and parapet cap cleaned and resealed
* Re-secure termination bars and counterflashings
* Re-secure loose metal coping caps to cleats
* Dress-up reflective coating on flashings

**Equipment/Projection Flashing Components**
* Tears, splits and breaks in the membrane flashings will be repaired
* Open or split flashing strip-ins repaired
* Unsecured roof top equipment secured
* Exposed fasteners resealed
* Termination bar and counterflashings sealed
* All pitch pans refilled and topped
* Metal projections (hood and clamps) resealed
Roof Membrane
*Tears, splits and breaks in the membrane repaired (Does not include seam sealant replacement)
*Open or split flashing strip-ins repaired
*All membrane repairs will follow the manufacturer’s written repair and maintenance guidelines
*Coat all exposed reinforcing membrane

Drain, Gutters and Scuppers
*Check and re-secure drain bolts and clamping rings
*Advise owner of missing drain dome strainers
*Check strip-in around drain leads, coat with approved mastics
*Check gutter straps, joints and strip-ins
*Check inside and exterior of scuppers for open solder or caulking sealants

ROOF SAFETY - Perform a safety assessment and report any recommendations

Proposal includes the following buildings:

<table>
<thead>
<tr>
<th>Glen Ellyn Heights Wellhouse #1-Bldg 1</th>
<th>North Region Water Facility Wellhouse-Bldg 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glen Ellyn Heights Wellhouse #2-Bldg 1</td>
<td>Knollwood Plant-Bldgs 1, 2, 3, &amp; 4</td>
</tr>
<tr>
<td>Hinswood Wellhouse #1-Bldg 1</td>
<td>Marionbrook-Bldgs 1 &amp; 2</td>
</tr>
<tr>
<td>Hinswood Wellhouse #2-Bldg 1</td>
<td>Nordic Plant-Bldgs 1, 2, 3, &amp; 4</td>
</tr>
<tr>
<td>North Region Water Facility Wellhouse-Bldg 1</td>
<td>Southeast Regional Water Facilities-Bldgs 1 &amp; 2</td>
</tr>
<tr>
<td>Steeple Run Wellhouse #1-Bldg 1</td>
<td>Woodridge Green Valley-Bldgs 1, 2, &amp; 3</td>
</tr>
<tr>
<td>Steeple Run Wellhouse #2-Bldg 1</td>
<td></td>
</tr>
</tbody>
</table>

The cost to provide the roof inspection program for 1 inspection a year = $12,534
The cost to provide the roof inspection program for 2 inspections a year = $22,561
*3 Year Option – freezes annual rate for 3 year term can be paid annually = $37,602

Thank you for the opportunity to be of service to you and DuPage Public Works. Please call for clarification of any questions or changes.

Sincerely,

John Momper, Field Advisor
Tremco Incorporated
(630) 881-4149

To initiate this proposal please sign on the next page or issue a purchase order to Weatherproofing Technologies Inc. (WTI) as a Subsidiary of Tremco Inc.

Accepted: __________________________ Date: __________________________

---

All services delivered by Weatherproofing Technologies, Inc.
TERMS AND CONDITIONS:

This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at http://www.tremcoroofing.com/fileshare/terms/TandCWTI.pdf), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Please confirm your acceptance either by return e-mail to the representative identified below or by having an authorized representative of Customer sign in the space provided below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work. We appreciate your business and look forward to working with you at your facility.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows: If information changes, within five (5) days of change, or prior to county action, whichever is sooner 30 days prior to the optional renewal of any contract. Annual disclosure for multi-year contracts on the anniversary of said contract. With any request for change order except those issued by the county for administrative adjustments.

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have read and understand these requirements.

Authorized Signature

Signature on File

Printed Name

Title

Date

Page of (total number of pages)
AUTHORIZING THE ACCEPTANCE OF TRANSFERRED PROPERTY FROM THE HIGHLAND HILLS SANITARY DISTRICT FOR THE COUNTY’S YORK TOWNSHIP WATER DISTRIBUTION SYSTEM

WHEREAS, the County of DuPage ("County"), under authority granted by the Illinois General Assembly, (5/5-15001, et seq.), is authorized to operate waterworks systems to provide potable water service to County customers and, further, is authorized to acquire land and to enter into contracts as necessary and beneficial in the performance of its statutory authority; and

WHEREAS, pursuant to the above-cited authority, the County owns, operates and maintains the York Township Water Distribution System which provides potable water service to an area of York Township including customers of the Highland Hills Sanitary District; and

WHEREAS, the Highland Hills Sanitary District ("District"), under authority granted by the Illinois General Assembly through the Sanitary District Act of 1917, is”) authorized to construct, own, operate and maintain potable water distribution and sanitary sewage systems for District customers and, further, is authorized to acquire land and to enter into contracts as necessary and beneficial in the performance of its statutory functions; and

WHEREAS, pursuant to the above-cited authority, the District owns real property located at 566 E 13th Pl, Lombard, IL 60148, (“Subject Property”) (further identified by Parcel Index Number 06-20-106-009), that, until recently, had been used by the District in the performance of its statutory functions; and

WHEREAS, the District is currently in the dissolution process pursuant to 55 ILCS 5/5-44000, et seq. in which the District is terminating its governmental functions and those functions transferred to and assumed by other governmental units; and

WHEREAS, as part of the dissolution process, the District previously entered into an Intergovernmental Agreement with the County and the Flagg Creek Water Reclamation District (Flagg Creek) whereby the County and Flagg Creek agreed to assume responsibility for the District’s utility services; and

WHEREAS, the County previously assumed the ownership, operation and maintenance of the District’s former potable water distribution system and integrated same into the County’s existing York Township Water Distribution System; and
WHEREAS, the District has determined that the District’s continued ownership, use and occupancy of the Subject Property is not necessary insofar as the District is in the process of dissolution and has recently ceased providing utility services to the District’s residents and, therefore, deems the Subject Property surplus; and

WHEREAS, the County and District are each authorized by Section 4 of the Local Government Property Transfer Act, 50 ILCS 605/4 (hereinafter the “Property Transfer Act”) to transfer, pursuant to a two-thirds (2/3) vote, publicly-owned property to another governmental entity for any authorized public purpose; and

WHEREAS, the Subject Property contains a potable water well, and that the principal structure thereon is designed to house water treatment equipment, all of which continues to be integrated with what is now the County’s water distribution system; and

WHEREAS, DuPage County Public Works has determined that the County could utilize the Subject Property for its operation and maintenance of the York Township Water Distribution System in the following manner: i) as an emergency water supply well, ii) as a chlorination contact station, and, or iii) as a storage facility/machine shop; and

WHEREAS, the Public Works Committee of the County Board recommends the transfer of the Subject Property from the Highland Hills Sanitary District to the County in accordance with the Property Transfer Act; and

NOW, THEREFORE, be it resolved by the DuPage County Board that the acceptance and acquisition by the County of the District-owned real property located at 566 E 13th Pl, Lombard, IL 60148, unincorporated Lombard, Illinois (further identified by Parcel Index Number 06-20-106-009), to wit, the parcel depicted in Exhibit A, attached hereto, and legally described in Exhibit B, attached hereto, is necessary and, or, beneficial to the County’s interests and the interest of the County’s residents for the reasons stated above; and

BE IT FURTHER RESOLVED that the County Board hereby approves and authorizes the transfer of the Subject Property, as legally described in Exhibit B, from the Highland Hills Sanitary District, to the County, for the uses related to the County’s public purposes, including, namely, the operation and maintenance the York Township Water Distribution System to provide potable water service to an area of York Township; and

BE IT FURTHER RESOLVED that the Chairman of the County Board, personally or by or through his designee(s) or legal counsel, is hereby authorized and directed to execute and, or, record, on behalf of the County of DuPage, such documents necessary and prudent to carry out the transaction herein contemplated; and
Resolution
PW-R-0015-19

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to the Highland Hills Sanitary District, ATTN: Board of Directors, 566 E 13th Pl, Lombard, IL 60148; Anthony Hayman/State’s Attorney’s Office

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
EXHIBIT B

LEGAL DESCRIPTION

06-20-106-009

19W566 E. 13TH PLACE. LOMBARD, ILLINOIS 60148

LOT 54, IN SUNNY ACRES UNIT NO. ONE, BEING A PART IF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 9, 1953 AS DOCUMENT 694526, IN DUPAGE COUNTY, ILLINOIS.
WHEREAS, Resolution FM-P-0398-17, was approved and adopted by the County Board on October 10, 2017; and

WHEREAS, the Public Works Committee recommends changes as stated in Change Order notice dated December 5, 2017 to County Contract 2790-0001 SERV, issued to Tee Jay Service Company, Inc., to provide preventive maintenance and repair services for automatic and manual doors with threshold closers as needed for County facilities, to extend the contract term through March 31, 2019 to allow for completion of a new bid for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract adopts Change Order, dated December 5, 2018, to County Contract 2790-0001 SERV, issued to Tee Jay Service Company, Inc., to provide preventive maintenance and repair services for automatic and manual doors with threshold closers, as needed for County facilities, for the period November 13, 2017 through November 12, 2018, for Facilities Management, to extend the contract term through March 31, 2019, to allow for completion of a new bid, with no change in contract total amount.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 2790-1 SERV
Original Purchase Order Date: Nov 13, 2017
Change Order #: 1
Department: Facilities Management

Vendor Name: Tee Jay Service Company, Inc.
Vendor #: 11358
Dept Contact: Katie Boffa

Change order to extend contract to 3/31/19 to allow for completion of a new bid with no contract total amount

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE
A Starting contract value $45,612.00
B Net change for previous Change Orders $0.00
C Current contract amount (A + B) $45,612.00
D Amount of this Change Order □ Increase □ Decrease $0.00
E New contract amount (C + D) $45,612.00
F Percent of current contract value this Change Order represents (D / C) 0.00%
G Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts) 0.00%

DECISION MEMO NOT REQUIRED
☐ Cancel entire order
☐ Close Contract
☐ Contract Extension (29 days)
☐ Consent Only
☐ Increase/Decrease code from: ___________ to: ___________
☐ Increase/Decrease quantity from: ___________ to: ___________
☐ Price shows: ___________ should be: ___________
☐ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DECISION MEMO REQUIRED
☐ Increase (greater than 29 days) contract expiration from: Nov 12, 2018 to: Mar 31, 2019
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
☐ Funding Source
☐ OTHER - explain below:

KB 5695 Dec 5, 2018 12/5/2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer 12-7-18
Date
Procurement Officer

Chief Financial Officer 12-7-18
Date
Chairman's Office

Funding Source

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 595
**Decision Memo**

**Procurement Services Division**

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>Facilities Management</th>
<th>Department Contact:</th>
<th>Katie Boffa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:katrina.boffa@dupageco.org">katrina.boffa@dupageco.org</a></td>
<td>Contact Phone:</td>
<td>630-407-5695</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>Tee Jay Service Company, Inc.</td>
<td>Vendor #:</td>
<td>11358</td>
</tr>
</tbody>
</table>

**Date:** Dec 5, 2018  
**MinuteTraq (IQM2) ID #:** 14090  
**Department Requisition #:** __________

---

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approve change order to extend contract to 03/31/19 for county contract 2790-1 SERV issued to Tee Jay Service Company, Inc. No change in contract total.

---

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

It is necessary to extend the contract to allow for completion of a new bid.

---

**Strategic Impact**  
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

**Quality of Life**

There are 64 automatic and manual doors with threshold closers located at campus facilities that require semi-annual preventative maintenance and periodically require repair services.

---

**Source Selection/Vetting Information** - Describe method used to select source.

Per lowest responsible bid #14-191-GV

---

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Staff recommends the approval of change order to extend contract.  
Do not approve the change order and do not pay the vendor through the contract.

---

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Monies are available in 1000-1100-53300 and 1500-3510-53300.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts within a county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county’s ethics and procurement policies and ordinances are available at:

http://www.dupageco.gov/CountyBoard/Policies/

I hereby acknowledge that I , and understand these requirements.

Authorized Signature

Signature on file

Printed Name

Title

Date

12.6.19

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
AWARDING RESOLUTION
ISSUED TO BOB RIDINGS, INC.
TO FURNISH ONE (1) 2019 FORD F350 SUPER CAB 4x4 TRUCK
FOR STORMWATER MANAGEMENT
(CONTRACT TOTAL AMOUNT: $48,946.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services under any contract let by the State pursuant to lawful procurement procedures notwithstanding the requirements of Section 5-1022 of the Counties Code; and

WHEREAS, the Stormwater Management Planning Committee recommends County Board approval for the issuance of a contract purchase order to Bob Ridings, Inc., to furnish one (1) 2019 Ford F350 Super Cab 4x4 truck, for Stormwater Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said to furnish one (1) 2019 Ford F350 Super Cab 4x4 truck, for Stormwater Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Bob Ridings, Inc., 931 Springfield Road, Taylorville, IL 62568, for a total contract amount not to exceed $48,946.00.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 19, 2018</td>
<td>$48,946.00</td>
<td></td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

Decision Memo Required  Per Cooperative Agreement

- Jan Janowicz  Completed  11/19/2018 2:55 PM
- Tony Charlton  Completed  11/19/2018 3:31 PM
- Kathy Ostrowski  Completed  11/20/2018 9:20 AM
- James McGuire  Completed  11/26/2018 9:02 AM
- Paul Rafac  Completed  11/26/2018 5:42 PM
- Tom Cuculich  Completed  11/27/2018 7:51 AM
- Kathy Ostrowski  Completed  11/28/2018 3:20 PM
- Stormwater Management Committee  Completed  12/04/2018 7:30 AM
- Finance Committee  Pending  12/11/2018 8:00 AM
- County Board  Completed  12/11/2018 10:00 AM

Requisition 25k and over

SM-P-0003-19
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Bob Ridings, Inc</th>
<th>Contract Total: $48,946.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Stormwater Management</td>
<td>Phone: 6676</td>
</tr>
<tr>
<td><strong>Description of Procurement/Scope of Work/Background</strong></td>
<td><strong>Reason for Procurement</strong></td>
</tr>
<tr>
<td>Furnish and deliver (1) 2019 Ford F 350 Supercab 4x4 Truck, for the Stormwater Management dept.</td>
<td>This vehicle purchase is needed for the daily transportation needs of the Stormwater Maintenance Crew. It is used to transport staff, tools and materials that are needed for daily work functions at such locations as pump stations, in-house project sites, and stormwater flood control facilities.</td>
</tr>
</tbody>
</table>

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 19-1600-3000-54120
- [ ] Budget Transfer (Date) __________________ Add'l Information

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ______________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ______________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] Under Government Joint Purchasing Act (30ILCS525) select one below
  - [ ] State of Illinois - Master Contracts # PSD 4018301

- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ______________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ______________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ______________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Recommended for Approval</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHUNN</td>
<td></td>
<td></td>
<td>Nov 16, 2018</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11-21-18</td>
<td></td>
<td>11-26-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11-26-18</td>
<td></td>
<td>11-08-18</td>
</tr>
</tbody>
</table>

**Packet Pg. 600**
Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Nov 16, 2018

Requesting Department: Stormwater

Department Contact: Shunn

Contact Email: sarah.hunn@dupageco.org

Contact Phone: 6676

Vendor Name: Bob Ridings, Inc.

Department Requisition #:

MinuteTraq (IQM2) ID #:

Vendor #: 

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Recommendation for the approval of a contract purchase order to Bob Ridings, Inc., for the purchase of one (1) 2019 Ford F-350 Super Cab 4x4 truck, for Stormwater Management, for a contract total amount not to exceed $48,946.00. Contract let pursuant to the Governmental Joint Purchasing Act [State of Illinois]

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Stormwater investigated pricing from multiple sources including local vendors and other cooperative purchasing agreements. The State of Illinois Contract #4018301 was the lowest responsible quote for the new Ford Super Cab.

Strategic Impact

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Quality of Life

This vehicle purchase is needed for the daily transportation needs of the Stormwater Maintenance Crew. It is used to transport staff, tools and materials that are needed for daily work functions at such locations as pump stations, in-house project sites, and stormwater flood control facilities. This vehicle is also needed for the use of on-call personnel for any after-hours emergency response that may be required.

Source Selection/Vetting Information - Describe method used to select source.

Staff investigated other cooperatives and local dealerships. The State of Illinois Contract #4018301 was the lowest quote. Staff worked with the procurement department to vet other vendors and cooperatives. Suburban Purchasing Cooperative does not have a contract for this vehicle. Local Vendors were consulted, Willowbrook Ford and Joe Cotton Ford indicated they could not beat the State contract price for this vehicle as specified.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Staff recommends securing a contract to purchase a Ford F350 Super Cab from the State of Illinois Contract #4018301. Recommended.

2) The second option includes going out to bid, however this is not recommended.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

1600-3000-54120 $48,196
## Purchase Requisition

**Procurement Services Division**

**Date:** Nov 16, 2018  
**MinuteTraq (IQM2) ID #:** 13983  
**Department Req #:** 16001  
**RFP, Bid or Quote #:** 

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Bob Ridings Inc.</th>
<th>Vendor #: 11491</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Todd Crews</td>
<td>Email: toddfleetaol.com</td>
</tr>
<tr>
<td>Address: 931 Springfield Rd.</td>
<td></td>
</tr>
<tr>
<td>City: Taylorville</td>
<td>State: IL Zip: 62568</td>
</tr>
<tr>
<td>Phone: (217) 824-2207</td>
<td>Fax: (217) 824-4252</td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: Stormwater Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Sarah Hunn Email: <a href="mailto:Sarah.Hunn@dupageco.org">Sarah.Hunn@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Rd.</td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: (630) 407-6712 Fax: (630) 407-6701</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Dept: Stormwater Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Todd Crews Email: toddfleetaol.com</td>
</tr>
<tr>
<td>Address: 931 Springfield Rd.</td>
</tr>
<tr>
<td>City: Taylorville State: IL Zip: 62568</td>
</tr>
<tr>
<td>Phone: (217) 824-2207 Fax: (217) 824-4252</td>
</tr>
</tbody>
</table>

### Ship To:

<table>
<thead>
<tr>
<th>Dept: Stormwater Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Ben Notte Email: <a href="mailto:Ben.notte@dupageco.org">Ben.notte@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 7900 S. Route 53</td>
</tr>
<tr>
<td>City: Woodridge State: IL Zip: 60517</td>
</tr>
<tr>
<td>Phone: (630) 407-6698 Fax: (630) 407-6701</td>
</tr>
</tbody>
</table>

### Payment Terms

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
<td></td>
</tr>
</tbody>
</table>

### Use for

<table>
<thead>
<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alicia Favela</td>
<td>Dec 11, 2018</td>
<td></td>
<td>PO25 only</td>
</tr>
</tbody>
</table>

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extensor |
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>Contract to furnish and deliver one (1) 2018 Ford F-350 Super Cab 4x4 Truck for Stormwater Management Department.</td>
<td>19</td>
<td>1600</td>
<td>3000</td>
<td>54120</td>
<td>48,946.00</td>
<td>48,946</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>EA</td>
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</tr>
</tbody>
</table>

**Requisition Total:** $ 48,946

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Dear Sarah:

Thank you for your inquiry about our Fleet Sales Program, note this proposal is in association with our State of Illinois Purchase Contract # PSD 4018301. We are pleased you are again considering us for your new truck and we can order it as follows. Delivery is estimated in 120+ days after your order, note THIS PROPOSAL LETTER IS NOT AN ORDER, you must issue a purchase order to confirm, call if any questions or changes and thanks,

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2019 Ford F350 SUPER Cab 4x4 Truck Chassis</strong></td>
<td><strong>$29,465.00</strong></td>
</tr>
<tr>
<td>Includes All Standard XL Pkg Equipment</td>
<td></td>
</tr>
<tr>
<td>14,000 GVWR</td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td></td>
</tr>
<tr>
<td>Tilt Wheel</td>
<td></td>
</tr>
<tr>
<td>AM/FM Uplifter Switch Panel</td>
<td></td>
</tr>
<tr>
<td>SUPER Cab includes flip out rear doors and folding rear seat</td>
<td></td>
</tr>
<tr>
<td><strong>BASE COST</strong></td>
<td><strong>$29,465.00</strong></td>
</tr>
<tr>
<td>USE STD 60' Cab/Axle, 40 Gallon Rear Fuel Tank</td>
<td><strong>$7908.00</strong></td>
</tr>
<tr>
<td>USE 6.7 Litre Turbo Diesel V8</td>
<td></td>
</tr>
<tr>
<td><strong>ADD</strong></td>
<td></td>
</tr>
<tr>
<td>Cruise Control</td>
<td><strong>$215.00</strong></td>
</tr>
<tr>
<td>Power Windows/Locks/Mirrors</td>
<td><strong>$885.00</strong></td>
</tr>
<tr>
<td>AM/FM w/CD</td>
<td><strong>$265.00</strong></td>
</tr>
<tr>
<td>WITH SYNC Bluetooth</td>
<td><strong>$350.00</strong></td>
</tr>
<tr>
<td>Electric Shift on the Fly 4x4</td>
<td><strong>$185.00</strong></td>
</tr>
<tr>
<td>4.10 Limited Slip Axle</td>
<td><strong>$330.00</strong></td>
</tr>
<tr>
<td>All Terrain Tires</td>
<td><strong>$155.00</strong></td>
</tr>
<tr>
<td><strong>ADD SPARE TIRE</strong></td>
<td><strong>$350.00</strong></td>
</tr>
<tr>
<td>Snowplow Prep Pkg NOT Ordered, NOT Approved for Snowplow</td>
<td></td>
</tr>
<tr>
<td>4x4 Skid Plate</td>
<td><strong>$100.00</strong></td>
</tr>
<tr>
<td>Engine Block Heater</td>
<td><strong>$85.00</strong></td>
</tr>
<tr>
<td>Daytime Running Lights</td>
<td><strong>$45.00</strong></td>
</tr>
<tr>
<td>Factory Backup Alarm</td>
<td><strong>$130.00</strong></td>
</tr>
<tr>
<td>Built in Factory Trailer Brake</td>
<td><strong>$249.00</strong></td>
</tr>
<tr>
<td>Manual Operator Regen</td>
<td><strong>$250.00</strong></td>
</tr>
<tr>
<td>Extra HD Alternators</td>
<td><strong>$115.00</strong></td>
</tr>
<tr>
<td>EXTRA Program Key NO Remote</td>
<td><strong>$50.00</strong></td>
</tr>
<tr>
<td>Factory CD Service Manual</td>
<td><strong>$225.00</strong></td>
</tr>
<tr>
<td>Factory Black Running Boards</td>
<td><strong>$425.00</strong></td>
</tr>
<tr>
<td>Undercoat</td>
<td><strong>$299.00</strong></td>
</tr>
<tr>
<td>KNAPHEIDE 9ft Service Body Pkg</td>
<td><strong>$5985.00</strong></td>
</tr>
<tr>
<td>Class IV Hitch Receiver</td>
<td><strong>$450.00</strong></td>
</tr>
<tr>
<td>Delivery to your Location</td>
<td><strong>$275.00</strong></td>
</tr>
<tr>
<td>New Municipal Lic &amp; Title</td>
<td><strong>$155.00</strong></td>
</tr>
<tr>
<td>(Z1) White Ext, (AS) Med Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering</td>
<td></td>
</tr>
</tbody>
</table>

**YOUR COST, P/O # Pending** **$48,946.00**

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it. Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews
Fleet Sales Manager
Sorry, SPC doesn’t have a cooperative for this truck

Debby Thompson
Debby Thompson, CPPB
DuPage County Buyer
DuPage County Procurement Services
421 N. County Farm Road
Wheaton, IL  60187
dthompson@dupageco.org
(630) 407-6184
(630) 407-6201 Fax

Debby,

Unfortunately, we do not hold the SPC contract for F-350. We have the F-550 and F-150 Police Responders. Sorry I can’t help with this one.

Kyle Mohrbach
Fleet Manager
Sutton Auto Group
Phone: 708.720.8013
Email: kmohrbach@suttonford.com
Linkedin: www.linkedin.com/in/kyle-mohrbach/
Subject: Quote please for 2019 Ford F350 Super Cab 4x4 Truck Chassis
Importance: High

Good Morning Kyle,

Can you send me your Suburban Purchasing Cooperative pricing quote for the attached please?

Many thanks,

Debby Thompson
Debby Thompson, CPPB
DuPage County Buyer
DuPage County Procurement Services
421 N. County Farm Road
Wheaton, IL  60187
dthompson@dupageco.org
(630) 407-6184
(630) 407-6201 Fax

Important Legal Notice:

Though intended solely for the use of the addressee or addressees named above, this electronic correspondence and any subsequent correspondence to or from the above-named sender may be subject to public inspection and copying as public record of DuPage County under the provisions of the Illinois Freedom of Information Act. If you are not the intended recipient, or a person responsible for delivering it thereto, and have received this correspondence in error, please notify the sender immediately. To the extent permitted by law, the information contained in this electronic communication is confidential and may be legally privileged communication. For that reason, if you are not the intended recipient, your disclosure, copying, forwarding, or other dissemination of the contents of this correspondence or any action taken or omitted in reliance on its contents is unauthorized and may be unlawful. Thank you.
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 1-19-18

Company Name: Bob Ridings Inc
Contact Phone: 217-824-2207

Company Contact: Todd Crews
Contact Email: toddfleet@aol.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

✓ NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

✓ NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Title

Date 1-19-18

Attach additional sheets if necessary. Sign each sheet and number each page.  Page _____ of _____ (total number of pages)
AWARDING RESOLUTION
ISSUED TO SUTTON FORD, INC.
TO FURNISH ONE (1) 2019 FORD F550 SUPER CAB
4X4 ONE TON DUMP TRUCK
FOR STORMWATER MANAGEMENT
(CONTRACT TOTAL AMOUNT: $62,274.00)

WHEREAS, Section 2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to jointly purchase personal property, supplies and services jointly with one or more other governmental units when purchases were made by a competitive selection as provided in section 4 of the Act; and

WHEREAS, the Suburban Purchasing Cooperative (SPC), a governmental unit as defined by the Governmental Joint Purchasing Act, has let a contract for the purchase of one (1) 2019 Ford F550 Super Cab 4x4 one ton dump truck through a competitive process and has authorized the County to make procurements in accordance with the terms of such contract; and

WHEREAS, the Stormwater Management Planning Committee recommends County Board approval for the issuance of a contract purchase order to Sutton Ford, Inc., to furnish one (1) 2019 Ford F550 Super Cab 4x4 one ton dump truck, for Stormwater Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said to furnish one (1) 2019 Ford F550 Super Cab 4x4 one ton dump truck, for Stormwater Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Sutton Ford, Inc. 21315 Central Avenue, Matteson, Illinois, 60443, for a total contract amount not to exceed $62,274.00.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ______________________________________
JEAN KACZMAREK, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td>November 20, 2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>CONTRACT TOTAL AMOUNT</strong></th>
<th><strong>REQUESTING DEPT.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>$62,274.00</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  Per Cooperative Agreement

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>11/20/2018 12:15 PM</td>
</tr>
<tr>
<td>Tony Charlton</td>
<td>Completed</td>
<td>11/20/2018 1:39 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/26/2018 3:52 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>11/27/2018 6:13 PM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>11/27/2018 6:17 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/28/2018 2:47 PM</td>
</tr>
<tr>
<td>Stormwater Management Committee</td>
<td>Completed</td>
<td>12/04/2018 7:30 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>12/11/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>12/11/2018 10:00 AM</td>
</tr>
</tbody>
</table>
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Sutton Ford, Inc.  Vendor #: 30215  Contact: Shunn
Dept: Stormwater Management   Phone: 6676

contract Term: FY2019  Contract Total: $62,274.00

Description of Procurement/Scope of Work/Background
Contract purchase order to Sutton Ford, Inc., for the purchase of one (1) 2019 Ford F-550 Super Cab 4x4 truck, for Stormwater Management, for a contract total amount not to exceed $62,274.00

Reason for Procurement
This vehicle was budgeted for in the FY19 budget for Stormwater Management and will be used to transport Stormwater Maintenance Crew workers and material necessary for in-house projects or shared services.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 18-1600-3000-54120
☐ Budget Transfer (Date)  Add'l Information

DEcision Memo Not Required
☐ LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # ___________________________  Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

Decision Memo Required
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ Per Coop (DPC4-107) select one below
     NWMC Northwest Municipal Conference/SPC # 182

☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # ___________________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # ___________________________

Prepared By and Approval(s) (Initials Only)

Prepared By SHUNN  Nov 19, 2018
Date

Recommended for Approval
Date

IT Approval, if required
Date

Reviewed By (Initials Only)

Buyer  Date

Procurement Officer  Date

Chief Financial Officer
(Decision Memos Over $25,000)

Date

Chairman's Office
(Decision Memos Over $25,000)

Date
Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Stormwater Management</th>
<th>Department Contact: Sarah Hunn</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Sarah.Hunn@Dupageco.org">Sarah.Hunn@Dupageco.org</a></td>
<td>Contact Phone: 6676</td>
</tr>
<tr>
<td>Vendor Name: Sutton Ford, Inc.</td>
<td>Vendor #: 30215</td>
</tr>
</tbody>
</table>

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval of purchase of a Ford F-550 Dump Truck to be used by the Stormwater Management Department thru the Suburban Purchasing Cooperative #182 in the amount of $62,274.00

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

This vehicle purchase is needed for light construction projects, landscaping and maintenance activities on Stormwater flood control and drainage/shared services projects.

**Strategic Impact**

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

This vehicle will be used to maintain the stormwater infrastructure and help provide reliable, high quality service.

**Source Selection/Vetting Information** - Describe method used to select source.

Stormwater investigated pricing from multiple cooperative purchasing agreements. The SPC Contract #182 was the lowest responsible quote for the new Ford truck. In addition to the various purchasing agreements, Stormwater periodically checks pricing of vehicles with local dealers. The State Contract does not have the requested 11-foot e-coat dump body. Additionally Department Staff consulted AutoTruck, a local vendor to determine if they could price match or complete with SPC.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Staff recommends securing a contract to purchase a Ford F-550 Dump Truck through the NWCM Contract #182. Recommended due to this price being the lowest over all other sources.
2) The second option includes going out to bid, however this is not recommended.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

$62,274 will be removed from line 1600-3000-54120
### Purchase Requisition

**Procurement Services Division**

**Date:** Nov 19, 2018  
**MinuteTraq (IQM2) ID #:** 13998  
**Department Req #:** 16001  
**RFP, Bid or Quote #:**

#### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Sutton Ford, Inc.</th>
<th>Vendor #:</th>
<th>30215</th>
<th>Dept: Stormwater Management</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Kyle Mohrbach</td>
<td>Email: <a href="mailto:kmohrbach@suttonford.com">kmohrbach@suttonford.com</a></td>
<td></td>
<td>Attn: Sarah Hunn</td>
<td>Email: <a href="mailto:Sarah.hunn@dupageco.org">Sarah.hunn@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 21315 Central Ave.</td>
<td></td>
<td></td>
<td>Address: 421 N. County Farm Rd.</td>
<td></td>
</tr>
<tr>
<td>Phone: (708) 720-8013</td>
<td></td>
<td></td>
<td>Phone: (630) 407-6766</td>
<td>Fax: (630) 407-6701</td>
</tr>
</tbody>
</table>

#### Send Invoices To:

<table>
<thead>
<tr>
<th>Vendor: Sutton Ford, Inc.</th>
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#### Send Payments To:

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<thead>
<tr>
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<td></td>
<td>Attn: Sarah Hunn</td>
<td>Email: <a href="mailto:Sarah.hunn@dupageco.org">Sarah.hunn@dupageco.org</a></td>
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<td></td>
<td>Phone: (630) 407-6766</td>
<td>Fax: (630) 407-6701</td>
</tr>
</tbody>
</table>

#### Payment Terms

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisition</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Use for

<table>
<thead>
<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alicia Favela</td>
<td>Dec 11, 2018</td>
<td></td>
<td>PO25 only</td>
</tr>
</tbody>
</table>

#### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>This Contract is to furnish and deliver one(1) 2019 F-550 Chassis, SD Super Cab 4x4, for the Stormwater Management Department.</td>
<td>19</td>
<td>1600</td>
<td>3000</td>
<td>54110</td>
<td>62,274.00</td>
<td>62,274</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4</td>
<td></td>
<td>EA</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Requisition Total $ 62,274

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Contact: Kyle Mohrbach, Fleet Manager
Phone: 708-720-8013
Email: kmohrbach@suttonford.com

Please contact us with any questions and to learn about upfitting options.
Customer Proposal

Prepared for:
Sarah Hunn
DuPage County Stormwater Management
Office: 630-407-6676
Email: sarah.hunn@dupageco.org

Prepared by:
Kyle Mohrbach
Office: 708-720-8013
Email: kmohrbach@suttonford.com

Date: 11/15/2018
Vehicle: 2019 F-550 Chassis XL
4x4 SD Super Cab 192" WB DRW
Quote ID: DuPX5H
## Selected Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X5H</td>
<td>Base Vehicle Price (X5H)</td>
</tr>
<tr>
<td>660A</td>
<td>Order Code 660A</td>
</tr>
<tr>
<td>99T</td>
<td>Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20</td>
</tr>
<tr>
<td>44W</td>
<td>Transmission: TorqShift 6-Speed Automatic</td>
</tr>
<tr>
<td>X8L</td>
<td>Limited Slip w/4.88 Axle Ratio</td>
</tr>
<tr>
<td>68M</td>
<td>GVWR: 19,500 lb Payload Plus Upgrade Package</td>
</tr>
<tr>
<td>THB</td>
<td>Tires: 225/70Rx19.5G BSW Traction (THB)</td>
</tr>
<tr>
<td>64Z</td>
<td>Wheels: 19.5&quot; Argent Painted Steel</td>
</tr>
<tr>
<td>945</td>
<td>Stainless Steel Wheel Covers (Pre-Installed)</td>
</tr>
<tr>
<td>A</td>
<td>HD Vinyl 40/20/40 Split Bench Seat</td>
</tr>
<tr>
<td>PAINT</td>
<td>Monotone Paint Application</td>
</tr>
<tr>
<td>192WB</td>
<td>192&quot; Wheelbase</td>
</tr>
<tr>
<td>96V</td>
<td>XL Value Package</td>
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<tr>
<td>90L</td>
<td>Power Equipment Group</td>
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<tr>
<td>535</td>
<td>High Capacity Trailer Tow Package</td>
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<tr>
<td>213</td>
<td>4x4 Electronic-Shift-On-The-Fly (ESOF)</td>
</tr>
<tr>
<td>41H</td>
<td>Engine Block Heater</td>
</tr>
<tr>
<td>98R</td>
<td>Operator Commanded Regeneration (OCR)</td>
</tr>
<tr>
<td>67B</td>
<td>Dual Extra Heavy-Duty Alternators (Total 377-Amps)</td>
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<tr>
<td>52B</td>
<td>Trailer Brake Controller</td>
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<tr>
<td>18B</td>
<td>Platform Running Boards</td>
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<tr>
<td>585</td>
<td>Radio: AM/FM Stereo/MP3 Player</td>
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<tr>
<td>76C</td>
<td>Exterior Backup Alarm (Pre-Installed)</td>
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<tr>
<td>525_</td>
<td>Steering Wheel-Mounted Cruise Control</td>
</tr>
<tr>
<td>425</td>
<td>50-State Emissions System</td>
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<tr>
<td>AS_01</td>
<td>Medium Earth Gray</td>
</tr>
<tr>
<td>Z1_01</td>
<td>Oxford White</td>
</tr>
</tbody>
</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Prepared for: Sarah Hunn, DuPage County Stormwater Management
By: Kyle Mohrbach  Date: 11/15/2018
Pricing - Single Vehicle

Vehicle Pricing

- Base Vehicle Price: $45,100.00
- Options & Colors: $15,125.00
- Upfitting: $0.00
- Destination Charge: $1,495.00

Subtotal: $61,720.00

Pre-Tax Adjustments

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>DEL</td>
<td>SPC Delivery</td>
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</tr>
<tr>
<td>Plates</td>
<td>M-Plates and Title</td>
<td>$200.00</td>
</tr>
<tr>
<td>SPC</td>
<td>SPC Contract Discount</td>
<td>-$10,032.00</td>
</tr>
<tr>
<td>ATKnap</td>
<td>Knaphiede E-Coat 11' Dump</td>
<td>$10,236.00</td>
</tr>
</tbody>
</table>

Total: $62,274.00

Customer Signature

Acceptance Date
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount of or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows: If information changes, within five (5) days of change, or prior to county action, whichever is sooner, 30 days prior to the optional renewal of any contract. Annual disclosure for multi-year contracts on the anniversary of said contract. With any request for change order except those issued by the county for administrative adjustments.

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name
Kyle Mohrbach

Title
Fleet Manager

Date
11/19/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ____ of ____ (total number of pages)
INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND THE VILLAGE OF CLARENDON HILLS FOR THE CHESTNUT ALLEY
PERMEABLE PAVER RETROFIT WATER QUALITY IMPROVEMENT PROJECT

WHEREAS, the VILLAGE OF CLARENDON HILLS (“VILLAGE”) and the COUNTY
OF DUPAGE (“COUNTY”) are public agencies within the meaning of the Illinois
“Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the
Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of
the Constitution of the State of Illinois include fostering cooperation among government bodies;
and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take
action to control flooding and to enter into agreements for the purposes of stormwater
management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3
and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management
Plan which recognizes the reduction of stormwater runoff and improving water quality as an
integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design report for the design,
construction, and maintenance of a permeable paving retrofit project at Chestnut Alley to include
retrofitting an alley with permeable paving and constructing a native bioretention area (herein
referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of
the PROJECT will benefit local citizens by improving the water quality and reduction of
stormwater runoff into the Flagg Creek and Des Plaines River watersheds; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing the
PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an
amount not to exceed one hundred thousand dollars and no cents ($100,000.00); and

WHEREAS, the VILLAGE shall pay all PROJECT expenses up front and will be
reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT
for the purposes of fostering community education and improving upon similar future projects;
and

WHEREAS, the Stormwater Management Planning Committee of the DuPage County
Board has reviewed and recommended approval of the attached AGREEMENT at the specified
amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached
AGREEMENT between the COUNTY and the VILLAGE is hereby accepted and approved in an
amount not to exceed one hundred thousand dollars and no cents ($100,000.00); and that the
Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Village of Clarendon Hills, 1 N. Prospect Avenue, Clarendon Hills, IL 60514; and Anthony Hayman/ State's Attorney's Office.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td>November 19, 2018</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- **No Decision Memo Required**
- Intergovernmental Agreement

<table>
<thead>
<tr>
<th><strong>Name</strong></th>
<th><strong>Status</strong></th>
<th><strong>Date</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>11/19/2018 3:23 PM</td>
</tr>
<tr>
<td>Tony Charlton</td>
<td>Completed</td>
<td>11/20/2018 1:45 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/20/2018 2:14 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>11/26/2018 9:01 AM</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>11/26/2018 5:43 PM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/27/2018 3:32 PM</td>
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<tr>
<td>Stormwater Management Committee</td>
<td>Completed</td>
<td>12/04/2018 7:30 AM</td>
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<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>12/11/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>12/11/2018 10:00 AM</td>
</tr>
</tbody>
</table>
Procurement Review Checklist

Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Village of Clarendon Hills
Vendor #: 10447
Dept: Stormwater Management
Contact: Mary Beth Falsey
Phone: (630) 407-6680

Contract Term: 12/11/18 - 3/1/21
Contract Total: $100,000.00
Applied for Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. Chestnut Alley Permeable Paving Retrofit project has been selected for funding for the FY 2018 Water Quality Improvement Program grant.

FUNDING SOURCE

DECISION MEMO NOT REQUIRED

■ LOWEST RESPONSIBLE QUOTE # or BID # ________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
■ RENEWAL, Enter Bid and/or PO# ________________________ Intergovernmental Agreement
■ EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
■ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
■ PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00
■ PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

BASIS OF DECISION MEMO (attach Decision Memo)

■ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________________ (include Evaluation Summary if applicable)
■ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
■ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
■ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
■ OTHER THAN LOWEST RESPONSIBLE, BID # ________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

MBF
Prepared By

Nov 19, 2018
Recommended for Approval

11-19-18
IT Approval, if required

Date

REVIEWED BY (Initials Only)

Buyer

11-21-18
Procurement Officer

11-26-18
Chairman's Office

11-26-18

Decision Memos Over $25,000

Rev 1.5
Packet Pg. 620

Attachment: Clarendon Hills - Procurement Checklist (SM-P-0005-19 : Village of Clarendon Hills - Chestnut Alley Permeable Pavers WQIP Grant)
INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF CLARENDON HILLS FOR CHESTNUT ALLEY PERMEABLE PAVING WATER QUALITY IMPROVEMENT PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 11th day of December 2018 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the VILLAGE OF CLARENDON HILLS, a body politic and corporate, with offices at 1 N. Prospect Avenue, Clarendon Hills, IL 60514 (hereinafter referred to as the VILLAGE).

RECATALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design report for the design, construction, and maintenance of a permeable paver retrofit at Chestnut Alley to include a permeable paver alley and native vegetated bioretention area (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality and reduction of stormwater runoff in the Flagg Creek and Des Plaines River Watersheds; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed one hundred thousand dollars and no cents ($100,000.00); and

WHEREAS, the VILLAGE shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and
WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

2.1 The PROJECT involves the construction of a permeable paver alley to increase water quality benefits. The improvements include retrofitting an existing alley with permeable paving and creating native vegetated bioretention area. The goal of the VILLAGE is to complete the alley retrofit project which will reduce pollutant loadings to Flagg Creek and the Des Plaines River.

2.2 The PROJECT shall be developed essentially in accord with the conceptual design report (Chestnut Alley Permeable Paving Retrofit), dated January 10, 2018, as prepared by Conservation Design Forum, which document is incorporated herein by reference but is not attached hereto due to space limitations. The alley and bioretention area shall be maintained and monitored by the VILLAGE or their consultant.

3.0 FUNDING.

3.1 The total water quality related PROJECT costs are estimated to be four hundred forty-nine thousand six hundred eighty-four dollars and no cents ($449,684.00). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

<table>
<thead>
<tr>
<th></th>
<th>Share</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>VILLAGE OF CLARENDON HILLS</td>
<td>78%</td>
<td>$349,684</td>
</tr>
<tr>
<td>COUNTY OF DUPAGE</td>
<td>22%</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100.0%</td>
<td>$449,684</td>
</tr>
</tbody>
</table>

3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the
VILLAGE and COUNTY agree to apportion such extra costs before they are incurred.

3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE’S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed (excepting post-construction monitoring) by November 30, 2019, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE’S right to retain the COUNTY’S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE’S timely and satisfactory completion of the PROJECT.

3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE’S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4.0 VILLAGE’S RESPONSIBILITIES.

4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.

4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.

4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY’S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.

4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.

4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than twenty two percent (22%) of total incurred PROJECT costs up to the limits as established in Paragraph 3.1. The invoice shall show the quantities and cost per item and be summarized by PROJECT area.

4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY’S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE’S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.

4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the VILLAGE reasonable advanced notice of when the COUNTY requires such access.

4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE’S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY’S role in conducting any review or granting any consent or approval relates solely to the PROJECT’S eligibility under the COUNTY’S Water Quality Improvement Program.

4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and/or wording provided by the COUNTY in permanent onsite signage as well as any printed materials promoting the PROJECT.

5.0 COUNTY’S RESPONSIBILITIES.
5.1 The COUNTY shall reserve the right to review the PROJECT’S plans and specifications, prior to the VILLAGE’S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY’S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.

5.2 The COUNTY shall cost share in the PROJECT as follows:

5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT at a fixed proportion of twenty two percent (22%) of the PROJECT costs, which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.

5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed one hundred thousand dollars and no cents ($100,000.00).

5.2.3 In the event PROJECT costs total less than four hundred forty nine thousand six hundred eighty four dollars and no cents ($449,684.00), the COUNTY’S total reimbursement amount shall be not more than twenty two percent (22%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.

5.2.4 The COUNTY shall not be obligated to pay invoices received after March 1, 2021, regardless of when the work was completed and notwithstanding that the COUNTY’S contribution limit has not been reached.

5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT.

6.0 GOVERNMENT REGULATIONS.

6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

7.0 INDEMNIFICATION.

7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability,
claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.

7.2 The VILLAGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State’s Attorney, in accord with the applicable law. The COUNTY’S participation in its defense shall not remove VILLAGE’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE’S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.
9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 March 1, 2021 or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before March 1, 2021.

10.0 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.
13.0 NOTICES.

13.1 Any required notice shall be sent to the following addresses and parties:

Director of Public Works         Mary Beth Falsey
Village of Clarendon Hills       Water Quality Supervisor
1 N. Prospect Avenue            DuPage County Stormwater Management
Clarendon Hills, Illinois,       421 N. County Farm Road
60514                            Wheaton, Illinois 60187

14.0 WAIVER OF/Failure to Enforce Breach.

14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE                  VILLAGE OF CLARENDON HILLS

Daniel J. Cronin,                Len Austin,
Chairman                         Village President

ATTEST:                           ATTEST:

Jean Kaczmarek,                  Dawn Tandle,
County Clerk                     Village Clerk
**Purchase Requisition**

**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Village of Clarendon Hills  
  **Vendor #:** 10467
- **Attn:** Email
- **Address:** 1 N. Prospect Ave.
- **City:** Clarendon Hills  
  **State:** IL  
  **Zip:** 60514
- **Phone:** (630) 286-5400

**Send Invoices To:**
- **Dept:** Stormwater Management  
  **Division:**
- **Attn:** Mary Beth Falsey  
  **Email:** Falsey@dupageco.org
- **Address:** 421 N. County Farm Rd.
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** (630) 407-6680

**Send Payments To:**
- **Vendor:** Village of Clarendon Hills  
  **Vendor #:** 10467
- **Attn:** Email
- **Address:** Clarendon Hills  
  **State:** IL  
  **Zip:** 60514
- **Phone:** (630) 286-5400

**Ship To:**
- **Vendor:** Village of Clarendon Hills  
  **Vendor #:** 10467
- **Attn:** Mary Beth Falsey  
  **Email:** Falsey@dupageco.org
- **Address:** 421 N. County Farm Rd.
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** (630) 407-6680

<table>
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<tr>
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<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<td>This contract is for a project includes a retrofitting a alley with permeable paving and constructing a native bioretention area to provide a water quality benefit for the period of December 11, 2018 through March 1, 2021.</td>
<td>19</td>
<td>1600</td>
<td>3000</td>
<td>53830</td>
<td>100,000.00</td>
<td>100,000.00</td>
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**Requisition Total:** $100,000.00

**Header Comments:** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Resolution

DT-R-0002-19

LICENSE AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE FOREST PRESERVE DISTRICT OF DU PAGE COUNTY
FOR CONSTRUCTION ACCESS WITHIN MAYSLAKE AND FULLERSBURG WOODS
FOREST PRESERVES
(NO COUNTY COST)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Forest Preserve District of DuPage County (hereinafter referred to as DISTRICT) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/1001 et seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et seq.) and the DISTRICT by virtue of its power set forth in the “Downstate Forest Preserve Act” (70 ILCS 805/1 et seq.) are authorized to enter into agreements and contracts; and

WHEREAS, the DISTRICT owns Mayslake Forest Preserve and Fullersburg Woods Forest Preserve (hereinafter referred to as Mayslake and Fullersburg Woods); and

WHEREAS, in order to allow for the improvement of 31st Street from Meyers Road to York Road, including trail improvements (hereinafter referred to as PROJECT), the COUNTY requests granting of a temporary license within certain portions of Mayslake and Fullersburg Woods; and

WHEREAS, the DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant the COUNTY a license for the PROJECT; and

WHEREAS, a License Agreement has been prepared and is attached hereto that outlines the rights and responsibilities of the COUNTY and the DISTRICT related to the PROJECT; and

WHEREAS, the License Agreement must be executed.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the Chairman and Clerk of said Board are hereby directed and authorized to execute the attached License Agreement with the DISTRICT; and

BE IT FURTHER RESOLVED that two (2) duplicate original copies of this Resolution and License Agreement be sent to the DISTRICT, by and through the Division of Transportation.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Resolution

DT-R-0002-19

Attest: _________________________________

JEAN KACZMAREK, COUNTY CLERK
A LICENSE AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY AND THE COUNTY OF DUPAGE FOR CONSTRUCTION ACCESS WITHIN MAYSLAKE AND FULLERSBURG WOODS FOREST PRESERVES

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is effective upon being signed by all Parties and is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "DISTRICT") and the County of DuPage, a body politic and corporate, (hereinafter referred to as "LICENSEE"). The DISTRICT and LICENSEE are sometimes referred herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the DISTRICT owns Mayslake Forest Preserve and Fullersburg Woods Forest Preserve (hereinafter referred to as "Mayslake and Fullersburg Woods"); and

WHEREAS, LICENSEE requests the granting of a temporary license within certain portions of Mayslake and Fullersburg Woods to allow the reconstruction of trail improvements along 31st Street (hereinafter "Trail Improvements"); and

WHEREAS, the DISTRICT, pursuant to Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, is empowered to grant licenses for public services; and

WHEREAS, the DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant LICENSEE a license for the Trail Improvements within certain portions of Mayslake and Fullersburg Woods, subject to the terms and conditions set forth herein; and

WHEREAS, the Executive Director is authorized to issue licenses pursuant to the authority conferred by the DISTRICT'S Easement and License Ordinance (Ordinance No. 96-096).

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the Parties agree as follows:

1.0 INCORPORATION OF RECITALS
1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

2.0 LICENSE GRANTED
2.1 The DISTRICT hereby grants LICENSEE a temporary license for the Trail Improvements within certain portions of Mayslake and Fullersburg Woods as depicted on Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "License Areas"), on the terms and conditions set forth in this Agreement.

License Agreement X-590-002L & X-120-021L – Mayslake & Fullersburg Woods
conditions as provided for in this Agreement.

2.2 The License granted herein shall expire upon the approval of the restoration of the License Areas by the DISTRICT.

2.3 LICENSEE shall notify the DISTRICT’s designated project representative (Kevin Stough, kstough@dupageforest.org) no less than five (5) business days prior to the first access to the License Areas. LICENSEE shall make any independent contractor accessing the License Areas aware of the terms and conditions of this Agreement.

2.4 LICENSEE shall notify the DISTRICT’s designated project representative within two (2) days after the completion of restoration work within the License Areas.

3.0 FEES
3.1 The DISTRICT and the County of DuPage serve the same constituents and work in partnership for the benefit of the residents of DuPage County. Given the long existence of the 31st Street trail, the trail provides public access to Mayslake and Fullersburg Wood, and that the LICENSEE will construct the Trail Improvements as a continued effort to maintain the 31st Street trail in a quality manner, the license fee is hereby waived.

4.0 PERMITS AND APPROVALS
4.1 LICENSEE shall obtain all necessary permits or other approvals required for the Trail Improvements. LICENSEE shall also comply with all applicable federal, state and local laws, rules and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the License Areas or exercises any rights conferred under this Agreement.

5.0 INSURANCE
5.1 The LICENSEE is self-insured and does not purchase insurance on a case by case basis (LICENSEE to provide a letter confirming self-insurance). Before beginning construction of the Trail Improvements, LICENSEE’s contractor(s), engaged to perform any work on the License Areas, shall obtain insurance as outlined in IDOT’s Standard Specifications for Road and Bridge Construction Adopted April 1, 2016, Section 107.27 Insurance (attached hereto as Exhibit B). The DISTRICT shall be named as an additional insured in the Special Provisions section for the Trail Improvements. LICENSEE will provide copies of Certificates of Insurance from each of LICENSEE’s contractors to the DISTRICT before any work commences within the License Areas.

6.0 CONSTRUCTION ACTIVITY
6.1 During the term of this Agreement, all work activities shall be confined within the License Areas. No construction personnel shall be permitted outside the designated areas while engaged in work activities.

6.2 The LICENSEE’S work activities shall be conducted so as to keep the entrance to the Mayslake
6.3 LICENSEE shall install silt fencing on the perimeter of the License Area at the Mayslake Forest Preserve.

6.4 The DISTRICT shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the construction of the Trail Improvements. In no event shall the DISTRICT be responsible for or have any obligation with respect to the safety of any person performing work on the License Areas, including, but not limited to, the employees of LICENSEE or of any contractor, subcontractor, agent or consultant.

6.5 LICENSEE shall maintain the License Areas in accordance with applicable safety rules and regulations.

7.0 RESTORATION
7.1 Following completion of the Trail Improvements, all areas affected or disturbed by the work activities shall be restored by fine grading as necessary and seeding with “Elite Tri-Blend Rye” for general turf and sunny areas (Mayslake) and “Tri-Tall Fescue” for slightly shaded and high use areas (Fullersburg Woods). The seed mix shall be of a local genotype from within 50 miles of DuPage County and purchased from a local supplier. All restoration work shall be subject to the DISTRICT’S acceptance.

7.2 If LICENSEE fails to properly restore the License Areas within 30 days of service of the DISTRICT’S written demand for the restoration work, the DISTRICT shall have the right to take such action as it deems necessary to perform the restoration or corrective work, which shall include the authority to (a) perform the work with its own personnel and/or; (b) engage the services of an independent contractor to perform the work. LICENSEE shall reimburse the DISTRICT for costs associated with said restoration or corrective work within 30 days of service of the DISTRICT’S written demand for payment.

8.0 INDEMNIFICATION
8.1 To the extent permitted by law, LICENSEE shall defend, save, and hold harmless the DISTRICT, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the work activities, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of LICENSEE. In the event any person or entity obtains a judgment or settlement against the DISTRICT or any of its elected officials, officers, employees or agents, by reason of any negligent or intentional act or omission on the part of LICENSEE, LICENSEE shall promptly, to the extent allowed by law, indemnify the DISTRICT or the elected official, officer, employee or agent, as the case may be, in the amount of said judgment or settlement and for all costs and expenses related thereto.
8.2 To the extent permitted by law, DISTRICT shall defend, save, and hold harmless LICENSEE, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the work activities, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of the DISTRICT. In the event any person or entity obtains a judgment or settlement against LICENSEE or any of its elected officials, officers, employees or agents, by reason of any negligent or intentional act or omission on the part of the DISTRICT, the DISTRICT shall promptly, to the extent allowed by law, indemnify LICENSEE or the elected official, officer, employee or agent, as the case may be, in the amount of said judgment or settlement and for all costs and expenses related thereto.

8.3 LICENSEE shall require each contractor who performs any work on the License Areas, to defend, hold harmless and indemnify the DISTRICT to the same extent as required of LICENSEE under paragraph 8.0. The indemnification language that will be in the contract between LICENSEE and the Contractor is from IDOT’s Standard Specifications for Road and Bridge Construction, Adopted April 1, 2016, Sections 107.27 and 107.26 (Exhibit B attached hereto). To the extent there is a conflict between the language in this Agreement and the language in Exhibit B of this Agreement, Exhibit B shall prevail.

8.4 LICENSEE shall promptly pay all costs and expenses relating to the Trail Improvements and shall not allow any liens on DISTRICT property as a result of the work. To the extent permitted by law, LICENSEE shall defend, indemnify and hold the DISTRICT harmless from any and all liens, costs and expenses arising from any work performed under this Agreement.

9.0 NOTICES
9.1 All notices required to be given under the terms of this Agreement shall be in writing and served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, IL 60189-5000. Notices served upon LICENSEE shall be directed to the Director of Transportation/County Engineer, County of DuPage, Wheaton, Illinois 60187. Any Party may designate a new location for service of notices by serving notice of the change in accordance with the requirements of this paragraph.

10.0 MISCELLANEOUS TERMS
10.1 The DISTRICT hereby reserves the right to use, or permit to be used, the License Areas in any manner that will not prevent or materially interfere with the exercise by LICENSEE of the rights granted herein.

10.2 This Agreement or any memorandum or other document referring hereto shall not be recorded without the written consent of the DISTRICT.
10.3 The provisions set forth herein represent the entire agreement between the Parties and supersede any previous oral or written agreements, as it is the intent of the Parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all Parties.

10.4 This Agreement shall be construed in accordance with the laws of the State of Illinois.

10.5 This Agreement shall be executed in duplicate and each Party shall retain a fully executed original, both of which shall be deemed to be one Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates stated below.

FOREST PRESERVE DISTRICT OF DUPAGE COUNTY

BY: ________________________________
    Ed Stevenson, Executive Director

ATTEST: ________________________________
    Judith Malahy, Secretary

Date signed: ____________________________

COUNTY OF DUPAGE

BY: ________________________________
    Daniel J. Cronin, Chairman DuPage County Board

ATTEST: ________________________________
    Jean Kaczmarek, County Clerk

Date signed: ____________________________
MAYSLAKE - X-590-002L
LICENSE AREA

FPD Bounds
License Area - 10' x 160'

EXHIBIT A
EXHIBIT B

Legal Regulations and Responsibility To Public

107.26 Indemnification. To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the activities of the Contractor, subcontractors, suppliers, agents, or employees arising out of or resulting from performance of the contract, or any activity in connection therewith. The Contractor shall indemnify and hold harmless the Department, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising from, growing out of, or connected with the work, or on account of or in consequence of any neglect in safeguarding the work or on account of or in consequence of using unacceptable materials in constructing the work or because of any act or omission, neglect, or misconduct of the Contractor, its officers, employees, agents, its subcontractor, or subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts they may be liable or because of any claims or amount recovered by reason of any infringement of any patent, trademark, or copyright or by reason of the violation of any law, ordinance, order or decree. This obligation is binding on the Contractor without regard to whether or not such claim, damage, loss, or expense is caused in part by the act, omission, or negligence of the Department or its officers, employees, or agents.

In claims against the Department or any individual indemnified under this Article by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification herein shall not be limited by a limitation on amount or type of damages payable by or for the Contractor or subcontractor under any employee benefits act including but not limited to the Worker’s Compensation Act.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the contract as shall be deemed necessary by the Department for the payment thereof, may be retained by the Department for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor’s Surety shall remain liable for any payment therefore until any such lawsuit, action, or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the Department, its employees or agents shall be deemed a waiver by the Department of full compliance with the requirements of the contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the contract.

107.27 Insurance. The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Department and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best’s Key Rating Guide. The Department will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this Article or elsewhere, the Department does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.
Legal Regulations and Responsibility To Public

(a) Workers Compensation and Employers Liability,

(1) Workers compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

(2) Employers Liability.

a. Each Accident $500,000
b. Disease-policy limit $500,000
c. Disease-each employee $500,000

(b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

(1) General Aggregate Limit $2,000,000

(2) Products-Completed Operations

Aggregate Limit $2,000,000

(3) Each Occurrence Limit $1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the Department, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The Department may accept a separate owner's protective liability policy in lieu of the Department, it's officers, and employees being insureds on the Contractor's policies.

(c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

   Bodily Injury & Property Damage Liability Limit Each Occurrence $1,000,000

(d) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.
EXHIBIT B

Legal Regulations and Responsibility To Public

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without 30 days prior written notice to the Department by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be filed with the Department before the Department will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction". Any exception or deviation shall be brought to the attention of the Department for a ruling of acceptability. In no event shall any failure of the Department to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at his/her expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from his/her obligation to indemnify in excess of the coverage according to the contract.
Resolution

DT-R-0003-19

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF WILLOWBROOK
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $23,430.00 ANNUALLY FOR THREE YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the Village of Willowbrook for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chairman and the County Clerk execute this agreement on behalf of the DuPage County Board; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this Resolution and agreement to the Village of Willowbrook, by and through the Division of Transportation.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________
JEAN KACZMAREK, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUA PAGE AND
THE VILLAGE OF WILLOWBROOK
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Village of Willowbrook (hereinafter referred to as the "VILLAGE"), a municipal corporation. The COUNTY and the VILLAGE are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the VILLAGE agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the VILLAGE as follows (hereinafter referred to as "COUNTY MOWING"):

<table>
<thead>
<tr>
<th>Co Hwy #</th>
<th>Street Name</th>
<th>Street Side</th>
<th>Location Description</th>
<th>Mowing Instructions</th>
<th>Total Acres</th>
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<tr>
<td>38</td>
<td>63rd St</td>
<td>Both Sides and Medians</td>
<td>Western Ave to Madison Ave</td>
<td></td>
<td>4.56</td>
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<tr>
<td>33</td>
<td>75th St</td>
<td>Both Sides and Medians</td>
<td>1 lot West of Sheridan to IL 83</td>
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<td>8.59</td>
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<td>8</td>
<td>Madison St</td>
<td>Both Sides</td>
<td>63rd St to Joliet Rd</td>
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<td>7.21</td>
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<td>31</td>
<td>Plainfield Rd</td>
<td>Both Sides</td>
<td>IL 83 to Garfield Ave</td>
<td></td>
<td>3.07</td>
</tr>
</tbody>
</table>

and;

WHEREAS, the COUNTY and the VILLAGE have determined that it is in the best interest of the citizens of DuPage County and the residents of the Village of Willowbrook for the VILLAGE to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:
GENERAL CONDITIONS

1. The VILLAGE shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.

2. The VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to fifteen (15) intermediate mowing(s) as necessary per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. At the sole option of the COUNTY, the VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the VILLAGE of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.

4. The safety of persons and property of the VILLAGE, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the VILLAGE shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The VILLAGE agrees, covenants, and understands that the VILLAGE bears sole liability for any injury or damage caused by the VILLAGE under this Agreement and that the COUNTY shall not accept any liability whatsoever from the VILLAGE except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property
resulting from, or connected with, the VILLAGE’s negligent or willful acts, errors or omissions or any of the VILLAGE contractor’s or agent’s negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State’s Attorney, is to be appointed a Special Assistant State’s Attorney, in accordance with the applicable law. The COUNTY’s participation in its defense shall not remove the VILLAGE’s duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the VILLAGE shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the VILLAGE would be required to indemnify the COUNTY hereunder subject to the approval of the State’s Attorney to settle all claims. The State’s Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The VILLAGE’s indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the VILLAGE, under the law.”

7. At all times during the period of this Agreement, the VILLAGE and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:
(a) **Worker's Compensation Insurance** in the statutory amounts.

(b) **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee/disease.

(c) **Commercial (Comprehensive) General Liability Insurance** with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The VILLAGE shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor’s insurance including endorsements shall be provided by the VILLAGE to the COUNTY immediately upon request. Additionally, the VILLAGE shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The VILLAGE shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor’s insurance coverage at any time. The VILLAGE will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The VILLAGE understands that it is to the VILLAGE’s benefit to diligently enforce this insurance requirement as the VILLAGE shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.”
(g) The insurance required to be purchased and maintained by the VILLAGE and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the VILLAGE is satisfying insurance required through a combination of primary and excess coverage, the VILLAGE shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that affect. The VILLAGE shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the VILLAGE to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the VILLAGE shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the VILLAGE that the VILLAGE can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the VILLAGE shall accept and bear all costs that may result from the cancellation of this Agreement due to the VILLAGE’s or if applicable, their contractor’s failure to provide and maintain the required insurance.

(i) The VILLAGE’s and if applicable, their contractor’s insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: “The County of DuPage, its officers, and employees are named as
additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the VILLAGE’s performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.”

(j) If the VILLAGE will be using their own forces for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement. If, however, the VILLAGE will be hiring a contractor for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties’ respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt
requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE VILLAGE:
Tim Halik
Village Administrator
Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527

FOR THE COUNTY:
Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60181

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2021, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back to back of curb.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps
shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the VILLAGE and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.

7. Damage caused by the VILLAGE to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.

8. The VILLAGE shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.

9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

10. No equipment or material shall be stored on the pavement or shoulders at any time.

11. The starting date for each year’s mowing cycle shall be no later than the following:

   First Mowing - May 1
   Second Mowing - June 1
   Third Mowing - July 1
   Fourth Mowing - August 1
   Fifth Mowing - September 15
   Fifteen (15) intermediate mowing cycles may be completed as weather and grass conditions warrant.

12. The COUNTY shall pay the VILLAGE the lessor of $1,171.50 or contractor pricing plus ten percent (10%) for construction engineering within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 23.43 acres.
13. The VILLAGE shall endeavor to submit a final invoice for all mowing no later than November 15th of each year for the term of this Agreement.

14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of the lessor of Fifty Dollars per acre ($50.00 per acre) or contractor pricing plus ten percent (10%) for construction engineering. The DuPage County Division of Transportation will notify the VILLAGE in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, the parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

WHEREAS, this Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.
WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this ___ day of __________, 2018 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:
Jean Kaczmarek, County Clerk

VILLAGE OF WILLOWBROOK

Signed this 12th day of November, 2018, at Willowbrook, Illinois.

Frank A. Trilla, Mayor
Village of Willowbrook

ATTEST:
Leroy R. Hansen, Village Clerk
Village of Willowbrook
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE ADDISON ROAD DISTRICT
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $24,260.00 ANNUALLY FOR THREE YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the Addison Road District for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chairman and the County Clerk execute this agreement on behalf of the DuPage County Board; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this Resolution and agreement to the Addison Road District, by and through the Division of Transportation.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________
JEAN KACZMAREK, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND  
THE ADDISON ROAD DISTRICT  
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Addison Road District (hereinafter referred to as the "DISTRICT"), a road district in Addison Township. The COUNTY and the DISTRICT are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the DISTRICT are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the DISTRICT agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the DISTRICT as follows (hereinafter referred to as "COUNTY MOWING"):

<table>
<thead>
<tr>
<th>Co Hwy</th>
<th>Street Name</th>
<th>Street Side</th>
<th>Location Description</th>
<th>Mowing Instructions</th>
<th>Total Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Addison Rd</td>
<td>West Side</td>
<td>Michael Ln to I290</td>
<td>String trim under I-290 Bridge</td>
<td>0.54</td>
</tr>
<tr>
<td>22</td>
<td>Addison Rd</td>
<td>Both Sides</td>
<td>I290 to Elizabeth</td>
<td></td>
<td>3.01</td>
</tr>
<tr>
<td>20</td>
<td>Grand Av</td>
<td>Medians</td>
<td>Between Lake St and Church Rd</td>
<td></td>
<td>0.46</td>
</tr>
<tr>
<td>20</td>
<td>Grand Av</td>
<td>North Side</td>
<td>Crown Rd to County Line Rd</td>
<td>Along Golf Course</td>
<td>0.82</td>
</tr>
<tr>
<td>28</td>
<td>Villa Av</td>
<td>Both Sides</td>
<td>Lake St to North Ave</td>
<td></td>
<td>7.21</td>
</tr>
<tr>
<td>28</td>
<td>Wood Dale Rd</td>
<td>Both Sides</td>
<td>Lake St to Elizabeth</td>
<td></td>
<td>11.99</td>
</tr>
<tr>
<td>28</td>
<td>Wood Dale Rd</td>
<td>East Side</td>
<td>North and South of Murray</td>
<td></td>
<td>0.23</td>
</tr>
<tr>
<td>28</td>
<td>Wood Dale Rd</td>
<td>SE Corner</td>
<td>At Spring Oaks Dr</td>
<td></td>
<td>0.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total: 24.26</td>
</tr>
</tbody>
</table>

and;

WHEREAS, the COUNTY and the DISTRICT have determined that it is in the best interest of the citizens of DuPage County and the
residents of the Addison Township for the DISTRICT to provide mowing along the above listed County Highways subject to the following
GENERAL CONDITIONS AND SPECIFICATIONS:

GENERAL CONDITIONS

1. The DISTRICT shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.

2. The DISTRICT shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to fifteen (15) intermediate mowing(s) as necessary per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. At the sole option of the COUNTY, the DISTRICT shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the DISTRICT of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.

4. The safety of persons and property of the DISTRICT, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the DISTRICT shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The DISTRICT agrees, covenants, and understands that the DISTRICT bears sole liability for any injury or damage caused by the DISTRICT under this Agreement and that the COUNTY shall not accept any liability whatsoever from the DISTRICT except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The DISTRICT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including
costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the DISTRICT’s negligent or willful acts, errors or omissions or any of the DISTRICT contractor’s or agent’s negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State’s Attorney, is to be appointed a Special Assistant State’s Attorney, in accordance with the applicable law. The COUNTY’s participation in its defense shall not remove the DISTRICT’s duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the DISTRICT shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the DISTRICT would be required to indemnify the COUNTY hereunder subject to the approval of the State’s Attorney to settle all claims. The State’s Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The DISTRICT’s indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the DISTRICT, under the law.”

7. At all times during the period of this Agreement, the DISTRICT and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:
(a) **Worker's Compensation Insurance** in the statutory amounts.

(b) **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee/disease.

(c) **Commercial (Comprehensive) General Liability Insurance** with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The DISTRICT shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor’s insurance including endorsements shall be provided by the DISTRICT to the COUNTY immediately upon request. Additionally, the DISTRICT shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The DISTRICT shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor’s insurance coverage at any time. The DISTRICT will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The DISTRICT understands that it is to the DISTRICT’s benefit to diligently enforce this insurance requirement as the DISTRICT shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.”
(g) The insurance required to be purchased and maintained by the DISTRICT and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the DISTRICT is satisfying insurance required through a combination of primary and excess coverage, the DISTRICT shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that affect. The DISTRICT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the DISTRICT to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the DISTRICT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the DISTRICT that the DISTRICT can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the DISTRICT shall accept and bear all costs that may result from the cancellation of this Agreement due to the DISTRICT’s or if applicable, their contractor’s failure to provide and maintain the required insurance.

(i) The DISTRICT’s and if applicable, their contractor’s insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: “The County of DuPage, its officers, and employees are named as
additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the DISTRICT's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.

(j) If the DISTRICT will be using their own forces for the work covered in this Agreement, the DISTRICT shall inform the COUNTY in writing following execution of this Agreement. If, however, the DISTRICT will be hiring a contractor for the work covered in this Agreement, the DISTRICT shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt
requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE DISTRICT:
Donald Holod
Highway Commissioner
Addison Township
401 N. Addison Road
Addison, IL 60101

FOR THE COUNTY:
Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2021, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back to back of curb.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the DISTRICT and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.

7. Damage caused by the DISTRICT to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.

8. The DISTRICT shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.

9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

10. No equipment or material shall be stored on the pavement or shoulders at any time.

11. The starting date for each year’s mowing cycle shall be no later than the following:

   First Mowing - May 1
   Second Mowing - June 1
   Third Mowing - July 1
   Fourth Mowing - August 1
   Fifth Mowing - September 15
   Fifteen (15) intermediate mowing cycles may be completed as weather and grass conditions warrant.

12. The COUNTY shall pay the DISTRICT the lesser of $1,213.00 or contractor pricing plus ten percent (10%) for construction engineering within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 24.26 acres.
13. The DISTRICT shall endeavor to submit a final invoice for all mowing no later than November 15\textsuperscript{th} of each year for the term of this Agreement.

14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of the lessor of Fifty Dollars per acre ($50.00 per acre) or contractor pricing plus ten percent (10\%) for construction engineering. The DuPage County Division of Transportation will notify the DISTRICT in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, the parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

WHEREAS, this Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.
WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this ______ day of ________, 2018 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:
Jean Kaczmarek, County Clerk

ADDISON ROAD DISTRICT

Signed this _______ day of November, 2018, at Addison, Illinois.

Donald Holod, Highway Commissioner
Addison Township

ATTEST:
Pamela Joy Moretti, Township Clerk
Addison Township
Resolution

DT-R-0005-19

LETTER OF AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
ROCK SALT LOADING AT WHEATON FACILITY
(140 NORTH COUNTY FARM ROAD)

WHEREAS, the County of DuPage (hereinafter “COUNTY”) and the Illinois Department of Transportation (hereinafter “STATE”), in order to facilitate the free flow of traffic and to ensure the safety of the motoring public, desire to allow the STATE to utilize the COUNTY’s facilities to load the STATE’s trucks with rock salt during the 2018-2019 snow and ice season; and

WHEREAS, the 1970 Illinois Constitution, Article VII, Paragraph 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. authorizes the COUNTY and the STATE to cooperate in the performance of their responsibilities by contracts and agreements; and

WHEREAS, a Letter of Agreement dated November 26, 2018 has been prepared and is attached hereto. Said Letter of Agreement outlines the rights, responsibilities, and obligations of the COUNTY and STATE; and

WHEREAS, said Letter of Agreement must be executed prior to the use of COUNTY facilities.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County that the Director of Transportation/County Engineer be hereby directed and authorized to execute the referenced Letter of Agreement with the STATE and future annual renewals; and

BE IT FURTHER RESOLVED that the County Clerk transmit an original of this Resolution and Letter of Agreement to be sent to the STATE through the DuPage County Division of Transportation.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
November 26, 2018

Mr. Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County
Division of Transportation
421 North County Farm Road
Wheaton, IL 60187-2553

Dear Mr. Snyder:

We are requesting permission from the DuPage County Highway Department to load Illinois Department of Transportation (IDOT) trucks with rock salt during the 2018-2019 snow and ice season at your County Farm Road Facility located at 140 North County Farm Road in Wheaton, IL. The loading of IDOT trucks will be done only during periods when conditions are severe enough to make the use of your facility necessary to provide an optimum level of service and insure the public safety. We understand that salt loading will be performed by the DuPage County personnel.

IDOT trucks will be re-supplied with rock salt only upon advance notification to your facility and your facility’s concurrence. Notification will only be made by the following IDOT Naperville facility personnel:

Mike Eurkaitis, Operations Supervisor II
Ron Lewis, Group Leader
Paul Parker, Group Leader

Any salt provided to IDOT will be replaced by IDOT in kind and amount at the earliest possible opportunity and your facility will be advised and consulted on timing and amount of such replacement.

IDOT agrees to hold harmless the DuPage County Highway Department and its duly appointed agents and employees for any actions of personal injury or property damage sustained during the salt loading operation.

If you agree with the above described terms and conditions, please sign the extra copy of this letter and return it in the enclosed self-addressed envelope.
If you have any questions or need additional information, please contact Dan Scandiff, Central Area Operations Manager, at (847) 705-4165.

Very truly yours,

Anthony J. Quigley, P.E.
Region One Engineer

By:
Jose Rios, P.E.
Engineer of Operations

cc: J. Stumpner
    D. Scandiff
    M. Eurkaitis
    T. Aiello

For the DuPage County Highway Department

(Signature)

(Title)

(Date)
AWARDING RESOLUTION
ISSUED TO SHOREWOOD HOME AND AUTO, INC.
TO FURNISH AND DELIVER TWO (2)
JOHN DEERE Z997R DIESEL MOWERS WITH A
60” MULCH ON DEMAND DECK
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $33,223.56)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract purchase order to Shorewood Home and Auto, Inc., to furnish and deliver two (2) John Deere Z997R Diesel Mowers each with a 60” Mulch on Demand Deck for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver two (2) John Deere Z997R Diesel Mowers each with a 60” Mulch on Demand Deck for the Division of Transportation, be, and is hereby approved for issuance of a contract purchase order to Shorewood Home and Auto, Inc., 1002 West Jefferson St., Shorewood, Illinois 60404, for a contract total not to exceed $33,223.56.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$33,223.56</td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>11/16/2018 12:23 PM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>11/16/2018 12:36 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/19/2018 3:16 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>11/20/2018 9:01 AM</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>11/21/2018 7:52 AM</td>
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<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>11/21/2018 9:03 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/28/2018 3:41 PM</td>
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<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>12/04/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>12/11/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>12/11/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Purchase Requisition
### Procurement Services Division

<table>
<thead>
<tr>
<th><strong>Send Purchase Order To:</strong></th>
<th><strong>Send Invoices To:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Shorewood Home and Auto, Inc. Vendor #: 10692</td>
<td>Dept: Division of Transportation</td>
</tr>
<tr>
<td>Attn: Kale Martin Email: <a href="mailto:kale@shorewoodhomeandauto.com">kale@shorewoodhomeandauto.com</a></td>
<td>Division: Highway Maintenance</td>
</tr>
<tr>
<td>Address: 1002 West Jefferson St.</td>
<td>Attn: Kathy Curcio Email: <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
</tr>
<tr>
<td>City: Shorewood State: IL Zip: 60404</td>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 815-741-2941 Fax:</td>
<td>Phone: 630-407-6892 Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Send Payments To:</strong></th>
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<tbody>
<tr>
<td>Vendor: Shorewood Home and Auto, Inc. Vendor #: 10692</td>
<td>Dept: Division of Transportation</td>
</tr>
<tr>
<td>Attn: Email:</td>
<td>Division: Highway Maintenance</td>
</tr>
<tr>
<td>Address: 1002 West Jefferson St.</td>
<td>Attn: Joe Bechtold Email:</td>
</tr>
<tr>
<td>City: Shorewood State: IL Zip: 60404</td>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 815-741-2941 Fax:</td>
<td>Phone: 630-407-6931 Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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<tr>
<td>PER 50 ILCS 505/I</td>
<td>Destiantion</td>
<td>Mar 1, 2019</td>
<td>Darcie Garza, CPPB</td>
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<table>
<thead>
<tr>
<th><strong>Use for:</strong></th>
<th><strong>Contract Administrator</strong></th>
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<tbody>
<tr>
<td>PO25 only</td>
<td>Contract Start Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Contract End Date</strong></th>
<th><strong>Use for PO25 only:</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>EA</td>
<td>JOHN DEERE Z997R DIESEL MOWERS WITH 60” MULCH ON DEMAND DECK</td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>54110</td>
<td></td>
<td></td>
<td>16,611.78</td>
<td>33,223.56</td>
</tr>
</tbody>
</table>

**Requisition Total:** $33,223.56

### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
This contract purchase order is to furnish and deliver two (2) John Deere Z997R Diesel Mowers each with a 60" Mulch on Demand Deck per low bid #18-209-DOT for a contract total, not to exceed $33,223.56

### Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):
Send completed approved PO to Kale Martin

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):
Carryover

**FY2019 1500 3510 541105 $33,223.56**

Transportation 12=6=18
Procurement Review Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions  
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Joe Bechtold</td>
<td>Phone: 630-407-6931</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background:** To furnish and deliver two (2) John Deere Z997R Diesel Mowers each with a 60" Mulch on Demand Deck, for a contract total, not to exceed $33,223.56.

**Reason for Procurement:** Replaces E-405 and E-406 which have met the County criteria for equipment replacement.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1500 3510 54110
- Budget Transfer (Date) Add'l Information

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # 18-209-DOT (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________________________ BID # ____________________________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

- DG, CPPB Prepared By Nov 14, 2018
- Recommended for Approval 11/15/18 IT Approval, if required Date

**REVIEWED BY (Initials Only)**

- Buyer 11-9-18
- Procurement Officer 11-21-18
- Chief Financial Officer (Decision Memos Over $25,000) Date
- Chairman's Office (Decision Memos Over $25,000) 11-28-18
## Bid Tabulation

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Shorewood Home &amp; Auto</th>
<th>Buck Bros., Inc.</th>
<th>AHW</th>
</tr>
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<tbody>
<tr>
<td>TOTAL BID PRICE:</td>
<td>$33,223.56</td>
<td>$36,856.02</td>
<td>$37,648.00</td>
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</table>

### Notes:

<table>
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<tr>
<th>Invitations Sent</th>
<th>17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potential Bidders Requesting Bid Documents</td>
<td>6</td>
</tr>
<tr>
<td>Total Bid Responses Received</td>
<td>3</td>
</tr>
<tr>
<td>Bid Opening Attended</td>
<td>DT, JEM</td>
</tr>
</tbody>
</table>

---

**Attachment:** Shorewood Home and Auto Inc - Bid Tab (DT-P-0001-19 : Shorewood Home and Auto, Inc.)
Required Vendor Ethics Disclosure Statement

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract bid and shall update such disclosure with any changes that may occur.

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: SIGNATURE ON FILE

Printed Name
Title
Date 11/21/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
## BID FORM

**COUNTY OF DuPAGE BID #18-206-DOT**  
**JOHN DEERE Z997R DIESEL MOWERS**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

<table>
<thead>
<tr>
<th>Full Name of Bidder</th>
<th>Shorewood Home and Auto</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Business Address</td>
<td>1002 West Jefferson Street</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Shorewood, IL 60404</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>815-741-2941</td>
</tr>
<tr>
<td>Bid Contact Person</td>
<td>Kale Martin</td>
</tr>
</tbody>
</table>

TO: The DuPage County Procurement Services  
The undersigned certifies that he is:

- [ ] the Owner/Sole Proprietor  
- [ ] a Member authorized to sign on behalf of the Partnership  
- [✓] an Officer of the Corporation  
- [ ] a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Marc Moyer  
(University or Partner)  
(Secretary or Partner)

Kale Martin  
(Vice-President or Partner)  
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. ____, ____ , ____ , and ____ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 620 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (*Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.*)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option. Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).
BID AWARD CRITERIA:
This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

BID PRICING:

<table>
<thead>
<tr>
<th>Two (2) John Deere Z997R Diesel Mowers, 091DTC</th>
<th>EXTENDED PRICE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 33,223.56</td>
</tr>
<tr>
<td>TOTAL BID PRICE: (in words)</td>
<td>Thirty Three Thousand Two Hundred Twenty Three and fifty six cents</td>
</tr>
</tbody>
</table>

The Contractor agrees to provide the equipment, service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

SIGNATURE ON FILE

(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 3rd day of November AD, 20__

SIGNATURE ON

(Notary Public)

Official Seal
Carol D. Gill
Notary Public, State of Illinois
My Commission Expires 01/09/2019

COUNTY OF DuPAGE BID #18-209-DOT
JOHN DEERE Z997R DIESEL MOWERS
Page 15 of 22
AWARDING RESOLUTION
ISSUED TO PATTEN INDUSTRIES, INC.
DBA ALTORFER INDUSTRIES, INC.,
TO FURNISH AND DELIVER ONE (1) CATERPILLAR
MODEL 962M MEDIUM WHEEL LOADER WITH OPTIONS
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $269,000.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (National NIPA), the County of DuPage will contract with Patten Industries, Inc., d/b/a Altorfer Industries, Inc.; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Patten Industries, Inc., d/b/a Altorfer Industries, Inc., to furnish and deliver one (1) Caterpillar Model 962M Medium Wheel Loader with Options for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) Caterpillar Model 962M Medium Wheel Loader with Options for the Division of Transportation is hereby approved for issuance to Patten Industries, Inc., d/b/a Altorfer Industries, Inc., 635 W. Lake St., Elmhurst, Illinois 60126, for a contract total not to exceed $269,000.00.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
Requisition 25k and over

DT-P-0002-19

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
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<tbody>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
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</thead>
<tbody>
<tr>
<td>$269,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Solicitation Method for Source Selection

**Decision Memo Required**: Per Cooperative Agreement

- Jan Janowicz: Completed 11/16/2018 2:12 PM
- Christopher Snyder: Completed 11/16/2018 2:22 PM
- Kathy Ostrowski: Completed 11/20/2018 7:59 AM
- James McGuire: Completed 11/26/2018 8:58 AM
- Paul Rafac: Completed 11/26/2018 5:46 PM
- Tom Cuculich: Completed 11/27/2018 7:50 AM
- Kathy Ostrowski: Completed 11/28/2018 2:53 PM
- Transportation Committee: Completed 12/04/2018 10:00 AM
- Finance Committee: Pending 12/11/2018 8:00 AM
- County Board: Completed 12/11/2018 10:00 AM
## Purchase Requisition
### Procurement Services Division

**Date:** Nov 7, 2018  
**Department:** Procurement Services Division  
**MinuteTraq (IQM2) ID #:** 13981  
**RFP, Bid or Quote #:** NationalIPA

### Send Purchase Order To:
- **Vendor:** Patten Industries d/b/a Altorfer Industries, Inc.  
- **Vendor #:** 10149-P1  
- **Attn:** Pete Swanson  
- **Email:** pete.swanson@altorfer.com  
- **Address:** 635 W. Lake St.  
- **City:** Elmhurst  
- **State:** IL  
- **Zip:** 60126  
- **Phone:** 630-936-0626  
- **Fax:** 630-279-0121

### Send Invoices To:
- **Vendor:** Patten Industries, Inc.  
- **Vendor #:** 10149-P1  
- **Attn:** Kathy Curcio  
- **Email:** kathy.black@dupageco.org  
- **Address:** 421 N. County Farm Road  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-407-6892  
- **Fax:**

### Send Payments To:
- **Vendor:** Patten Industries, Inc.  
- **Vendor #:** 10149-P1  
- **Attn:** Joe Bechtold  
- **Email:** Joseph.bechtold@dupageco.org  
- **Address:** 75 remittance Drive Dept. 3173  
- **City:** Chicago  
- **State:** IL  
- **Zip:** 60675  
- **Phone:** 630-407-6931  
- **Fax:**

### Ship To:
- **Vendor:** Patten Industries, Inc.  
- **Vendor #:** 10149-P1  
- **Attn:** Pete Swanson  
- **Email:** pete.swanson@altorfer.com  
- **Address:** 635 W. Lake St.  
- **City:** Elmhurst  
- **State:** IL  
- **Zip:** 60126  
- **Phone:** 630-936-0626  
- **Fax:** 630-279-0121

### Payment Terms:
- **F.O.B.:** PO 20 Delivery Date: Jan 15, 2019

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>CATERPILLAR MODEL 962M MEDIUM WHEEL LOADER WITH OPTIONS</td>
<td>1500 3510 54130</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>296,000.00</td>
<td>296,000.00</td>
<td></td>
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<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>TRADE IN E-99 2003 CATERPILLAR 962GII SERIAL #AAXY0022</td>
<td>1500 3510 54130</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-27,000.00</td>
<td>-27,000.00</td>
<td></td>
</tr>
</tbody>
</table>

### Requisition Total: $269,000.00

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):
- THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER ONE CATERPILLAR MODEL 962M MEDIUM WHEEL LOADER WITH OPTIONS, AS LISTED PER NATIONAL IPA COOPERATIVE CONTRACT PRICING #RFP 161534
- PLEASE CONTACT JOE BECHTOLD, REACHABLE AT 630-407-6931
- **Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):
  - SEND COMPLETED APPROVED PO TO PETE SWANSON

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
- FY2019 1500 3510 54130 $269,000.00

Transportation 12-4-18
# Procurement Review Checklist

## Procurement Services Division

This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Patten Industries, Inc., dba Altorfer Industries, Inc.</th>
<th>Vendor #:</th>
<th>10149-P1</th>
<th>Contract Term:</th>
<th>One Time Delivery</th>
<th>Contract Total:</th>
<th>$269,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept:</td>
<td>Division of Transportation</td>
<td>Contact:</td>
<td>Joe Bechtold</td>
<td>Phone:</td>
<td>630-407-6931</td>
<td>Assigned Committee:</td>
<td>Transportation</td>
</tr>
</tbody>
</table>

### Description of Procurement/Scope of Work/Background

To furnish and deliver one (1) Altorfer Caterpillar model 962M Medium Wheel Loader with options as listed, for a contract total not to exceed $269,000.00.

### Reason for Procurement

A loader is a heavy equipment machine used to move aside or load materials such as asphalt, demolition debris, dirt, snow, rock, sand, woodchips, etc. Loaders play a vital role in loading salt trucks and stock piling our salt deliveries. This loader is a replacement for E-99, which has met the County criteria for equipment replacement.

### FUNDING SOURCE

- Budget Transfer (Date) __________ Add'l Information

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # ______________________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ______________________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PUBLIC UTILITY
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- Per Coop (DPC4-107) select one below
  - National IPA/TCPM 
  - RFP #161534

- EXPLANATION OF REQUEST FOR PROPOSAL RFP # _______ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ______________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ______________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Nov 7, 2018</td>
<td></td>
<td>11/15/18</td>
<td>11/26/18</td>
<td>11/28/18</td>
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</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<tbody>
<tr>
<td></td>
<td>11-26-18</td>
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<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
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<tr>
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<td>11-26-18</td>
<td>11-26-18</td>
<td>11-28-18</td>
</tr>
</tbody>
</table>
**Decision Memo**

**Procurement Services Division**

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

---

**Requesting Department:** Division of Transportation  
**Contact Email:** darcie.garza2@dupageco.org  
**Vendor Name:** Patten Industries, Inc. dba Altorfer Industries, Inc.

<table>
<thead>
<tr>
<th>Action Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting approval of a contract to furnish and deliver one (1) Caterpillar Model 962M Medium Wheel Loader with options, for a contract total, not to exceed $269,000.00.</td>
</tr>
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</table>

| Summary Explanation/Background  
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>A loader is a heavy equipment machine used to move aside or load materials such as asphalt, demolition debris, dirt, snow, rock, sand, wood chips, etc. Loaders play a vital role in loading salt trucks and stockpiling our salt deliveries. This loader is a replacement for E-99, which has met the County criteria for equipment replacement.</td>
</tr>
</tbody>
</table>

| Strategic Impact  
<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>Financial Planning</td>
</tr>
<tr>
<td>Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.</td>
</tr>
</tbody>
</table>

| Source Selection/Vetting Information  
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Division of Transportation will be utilizing the National IPA competitively bid cooperative contract RFP161534.</td>
</tr>
</tbody>
</table>

| Fiscal Impact/Cost Summary  
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2019 1500 3510 54130 $269,000.00</td>
</tr>
</tbody>
</table>

---

**Date:** Nov 7, 2018  
**MinuteTraq (IQM2) ID #:** 13981  
**Department Requisition #:** 18-1500-121

---

**Department Contact:** Darcie Garza, CPPB  
**Contact Phone:** 630-407-6906  
**Vendor #:** 10149-P1

---

**Recommendations/Alternatives**

DuPage County recommends approval for a new contract for the purchase of one (1) Caterpillar model 962M Medium Wheel Loader with options utilizing the National IPA competitively bid cooperative contract RFP161534.
November 6, 2018

DUPAGE COUNTY FLEET MAINTENANCE
180 N COUNTY FARM RD
WHEATON
Illinois
60187

Attention: JASON WALSH

Dear Jason,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR MODEL: 962M MEDIUM WHEEL LOADER

STOCK NUMBER: X6401   SERIAL NUMBER: J2S00440   YEAR: 2019

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

Pete Swanson
Machine Sales Representative

Signature on File
CATERPILLAR MODEL: 962M MEDIUM WHEEL LOADER

STANDARD EQUIPMENT

POWERTRAIN - Brakes, full hydraulic enclosed wet-disc - with Integrated Braking System (IBS) - Brake wear indicators - Engine, Cat 7.1 w/ US Tier 4 Final /-EU Stage IV rating - Cat Clean Emissions Module (CEM) with - Diesel Particulate Filter (DPF) and - remote Diesel Emissions Fluid (DEF) tank and pump - Fan, radiator, electronically controlled, hydraulically driven, - temperature sensing, on demand - Fuel Management System (FMS) - Fuel priming pump (electric) - Fuel/Water separator - Axles, Manually actuated front axle - differential lock, open differential - rear axle, ecology drain - Precleaner, engine air intake - Parking Brake, disk and caliper - Switch, transmission neutralizer lockout - Torque converter, locking clutch with free wheel - Transmission countershaft, power shift (5F/3R)

ELECTRICAL - Alarm, back-up - Alternator, 145-amp brushed - Batteries (2), maintenance free 1400CCA - Ignition key; start/stop switch - Lighting system: -- Four halogen work lights -- Two halogen roading lights (w/ signals) -- Two halogen rear vision lights (hood mounted) - Main disconnect switch - Receptacle start (cables not included) - Starter, electric, heavy duty - Starting and charging system (24-volt)

OPERATOR ENVIRONMENT - Air conditioner, heater, and - defroster (auto temp and fan) - Beverage holders (2) with storage - compartment for cell phone/MP3 player - Bucket/Work tool function lockout - Cab, pressurized and sound suppressed. -(ROPS/FOPS), radio ready (entertainment) - Includes: antennas, speakers and converter (12-volt - Camera, rearview - Coat hook (2) - EH Controls, lift and tilt function - EH Parking Brake - Ergonomic cab access ladders and handrails - Horn, electric - Light, two dome (cab) - Mirrors, rearview external with integrated spot mirrors - Post mounted membrane 16 switch keypad - 2 receptacles, 12-Volt - Seat, Cat Comfort (cloth) air suspension - Seat belt, retractable, 51mm (2") - Wide - Steering, HMU wheel - Sun visor, front - Wet-Arm wipers/washers front and rear, - Intermittent front wiper - Window, sliding (left and right sides) - Viscous mounts - COMPUTERIZED MONITORING SYSTEM - With following gauges: -- Speedometer/Tachometer - Digital gear range indicator -- DEF (Diesel exhaust fluid) level -- Temperature: engine coolant, - hydraulic oil, transmission oil -- Fuel level - With following Warning Indicators: -- Regeneration -- Temperature: axle oil, engine intake manifold -- Pressure: engine oil, fuel Pressure - Hi/Low, primary steering oil, - service brake oil -- Battery voltage Hi/Low -- Engine air filter restriction - Hydraulic oil filter restriction -- Hydraulic oil Low -- Parking brake -- DEF low level -- Transmission filter bypass - MULTI-FUNCTION MONITOR: -- 18cm (7 in) color LCD touch-screen and display -- Rear-view camera image display - (reverse travel activated) -- Machine health parameters - CAT CONNECT (on-board, utilizing multi-function monitor) - Core App software to monitor and display: -- Total fuel consumption -- Average fuel burn rate -- Engine fuel consumption -- Total idle time -- Total operating hours -- Travel distance (odometer) - Basic App software to monitor and display: -- Total idle fuel -- Total operating hours, neutral -- Total operating hours with hydraulic filter in bypass

## MACHINE SPECIFICATIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Reference No</th>
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<tbody>
<tr>
<td>962M WHEEL LOADER</td>
<td>484-2610</td>
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<tr>
<td>LANE 2 ORDER</td>
<td>0P-9002</td>
</tr>
<tr>
<td>REGIONAL PACKAGE, AM-N</td>
<td>506-3495</td>
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<tr>
<td>STANDARD PACKAGE</td>
<td>512-0858</td>
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<td>LINKAGE, STANDARD LIFT</td>
<td>506-3486</td>
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<td>COUNTERWEIGHT, AGGREGATE</td>
<td>455-7847</td>
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<tr>
<td>AXLES, LOCK/OPEN, ED</td>
<td>366-9903</td>
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<tr>
<td>HYDRAULICS, 3V RC, STD/LOGGER</td>
<td>500-2568</td>
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<td>HYDRAULIC OIL, STANDARD</td>
<td>366-9912</td>
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<tr>
<td>STARTING, COLD (120V)</td>
<td>373-3911</td>
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<td>LIGHTS, HALOGEN, PREMIUM</td>
<td>486-2308</td>
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<tr>
<td>STEERING, WHEEL HMU</td>
<td>384-7009</td>
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<tr>
<td>MANUAL DIFF, HMU</td>
<td>384-7006</td>
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<td>CAB, DELUXE</td>
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<td>SINGLE AXIS LEVERS W/FNR, 3V</td>
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<td>PRODUCT LINK, CELLULAR PLE641</td>
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<tr>
<td>COOLING CORES, 9 FPI</td>
<td>364-9807</td>
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<td>FAN, STANDARD</td>
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<td>ANTIFREEZE, -34C (-29F)</td>
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<td>TIRES, 23.5R25 MX XHA2 * L3</td>
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<td>AIR INLET STANDARD, RAIN CAP</td>
<td>365-0112</td>
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<td>FENDERS, BASIC +</td>
<td>464-6672</td>
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<td>LUBRICATION, MANUAL, STD/LOG</td>
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<td>ANTIFREEZE WINDSHIELD WASHER</td>
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<td>FUEL ANTIFREEZE, -25C (-13F)</td>
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<td>INSTRUCTIONS, ENGLISH</td>
<td>0P-3380</td>
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<td>CPM PAYLOAD SOFTWARE</td>
<td>517-7123</td>
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<td>GUARD, POWERTRAIN</td>
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<td>OIL CHANGE SYSTEM, HIGH SPEED</td>
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<td>QUICK COUPLER READY, STD LIFT</td>
<td>373-3902</td>
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<td>LINES GP-IMPLEMENT 3V (QC)</td>
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<td>ROLL ON-ROLL OFF</td>
<td>0P-6619</td>
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<td>STORAGE PROTECTION</td>
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<td>PROTECTION, CYLINDER ROD</td>
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<td>WORKTOOL'S LITERATURE</td>
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<td>HOOD, NON-METALLIC</td>
<td>336-0000</td>
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<td>SOUND SUPPRESSION, STANDARD</td>
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<tr>
<td>CATERPILLAR MODEL 962M SERVICE MANUAL</td>
<td>UENR3105</td>
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<tr>
<td>CATERPILLAR MODEL 962M PARTS MANUAL</td>
<td>SEBP6763</td>
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<tr>
<td>LINCOLN AUTO LUBE INSTALLED BY PETRO CHOICE</td>
<td>962WQD8L</td>
</tr>
</tbody>
</table>
Description
LIGHTS, REVERSING STROBE
QUICK COUPLER, FUSION
BKT GP ST 114" 4.75 YD3 FUS
CUTTING EDGE, BOLT-ON

Reference No
513-2458
349-5246
354-4856
139-9229

Sell Price $378,287.00
Ext Warranty $2,250.00
Less Gross Trade Allowance ($27,000.00)
FREIGHT & DEALER PREP $1,240.00
IPA GOVERNMENTAL DISCOUNT ($85,777.00)
SALES TAX EXEMPT (0%) $0.00
After Tax Balance $269,000.00

TRADE-INS

<table>
<thead>
<tr>
<th>Model</th>
<th>Make</th>
<th>Serial Number</th>
<th>Year</th>
<th>Trade Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>962GII</td>
<td>CATERPILLAR (AA)</td>
<td>AAXY0022</td>
<td>2003</td>
<td>$27,000.00</td>
</tr>
</tbody>
</table>

WARRANTY
Standard Warranty: 12 Months/Unlimited Hours Full Machine
Extended Warranty: 36 MO / 3,000 HR POWERTRAIN & HYDRAULIC (GOVERNMENTAL)

F.O.B/TERMS
Delivery is DuPage County Fleet Maintenance Yard

ADDITIONAL CONSIDERATIONS

- Machine is in Altorfer Elmhurst 11-6-18

Accepted by ___________________________ on ____________

______________________________
Signature

Attachment: Altorfer - Quote 116908-01 (DT-P-0002-19 : Patten Industries, Inc. d/b/a Altorfer Industries, Inc.)
Lead Agency: City of Tucson, AZ  
RFP Issued: September 27, 2016  
Date Open: November 14, 2016  

Solicitation: RFP #161534  
Pre-Proposal Date: October 12, 2016  
Proposals Received: 4

Awarded to: Caterpillar

The City of Tucson, AZ Department of Procurement issued RFP #161534 on September 27, 2016 to establish a national cooperative contract for heavy equipment, parts, accessories, supplies and related services.

The solicitation included cooperative purchasing language in the National Contract Requirements section:

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Arizona Business Gazette
- City of Tucson Procurement Site
- Deseret News
- DJC Oregon
- Honolulu Star Advertiser
- Houston Chronicle
- National IPA Website
- New Jersey Herald
- Richmond Times
- San Bernardino Sun
- Seattle Daily Journal of Commerce
- The Advocate
On November 14, 2016 proposals were received from the following offerors:

- Caterpillar
- John Deere
- Sunbelt Rentals

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with the top ranked firm, Caterpillar.

The City of Tucson, AZ, National IPA and Caterpillar successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of May 1, 2017.

Contract includes: Heavy equipment, parts, accessories, supplies and related services

Term:
Initial one year agreement from May 1, 2017 through April 30, 2018, with option to renew for four (4) additional one-year periods through April 30, 2022.

Pricing/Discount:
Minimum discount off list price.

Serviced and supported by local Cat dealers.

Value Added Services:
- Financing options
- Used equipment
- Rentals
- Extended warranties
- Maintenance agreements
- Trade-in or Buyback options

National IPA Web Landing Pages: www.nationalipa.org/Vendors/Pages/Caterpillar.aspx
CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4125 / FAX: (520) 791-4735
jeffrey.whiting@tucsonaz.gov
ISSUE DATE: DECEMBER 5, 2017

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES
AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): CONTRACT RENEWAL
Pursuant to Contract No. 161534, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 01, 2018 through April 30, 2019.

ITEM NO. TWO (2): PRICING
Pursuant to Contract No. 161534, Scope of Work, Pricing, shall be replaced in its entirety with the Attached Price Page dated January 01, 2018 and shall become effective January 01, 2018.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Caterpillar Inc.
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

CITY OF TUCSON:
The above referenced contract amendment
is hereby executed this _12_ day
of _DEC_ 2017, AT TUCSON, ARIZONA.

Signature of person authorized to sign Date
GATTY RESNATH, GOVERNMENT ACCOUNT MANAGER

Name and Title (typed or printed legibly)

Company Name: CATERPILLAR, INC.
Address: 100 N. AMERICAN ST., PEORIA, IL 61602
Email Address: PEORIA IL 61602
City State Zip

Contact information for Sales/Account Representative for daily business operations:

NAME: GATTY RESNATH, GOVT. ACCOUNT MANAGER
Phone Number: 309-494-1578
Email Address: GATTY@CAT.COM

Signature on File
Signature on File
Cooperative Contracts – Effective January 1, 2018

<table>
<thead>
<tr>
<th>Machine Model*</th>
<th>New Equipment</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>2018 Discount to Customer (Off List Price)</td>
</tr>
<tr>
<td>Pavers</td>
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<tr>
<td>AP255</td>
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*Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.
### 2018 Caterpillar Coop Contract Discounts v1

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<table>
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<tr>
<td>M315F</td>
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<tr>
<td>M316F</td>
<td>26.00%</td>
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<tr>
<td>M317F</td>
<td>26.00%</td>
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<td>26.00%</td>
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<table>
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<table>
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<td>PM312</td>
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<tr>
<td>PM313</td>
<td>20.00%</td>
</tr>
<tr>
<td>PM620</td>
<td>20.00%</td>
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<tr>
<td>PM622</td>
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<td>PM626</td>
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<tr>
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<table>
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<tr>
<th>Reclaimers</th>
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<table>
<thead>
<tr>
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<table>
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<td>120</td>
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<table>
<thead>
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<tr>
<td>222</td>
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<table>
<thead>
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## 2018 Caterpillar Coop Contract Discounts v1

### Compact Track Loaders

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<td>313</td>
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</tr>
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### Backhoe Loaders

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<td>450</td>
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### Site Prep Tractor

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### Wheel Tractor Scrapers

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### Articulated Trucks

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<td>735</td>
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<td>745</td>
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### Rigid Frame Trucks

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2018 Caterpillar Coop Contract Discounts v1

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<th>Landfill Compactors</th>
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<td>620</td>
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<td>836</td>
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<table>
<thead>
<tr>
<th>Wheel Dozers and Soil Compactors</th>
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<table>
<thead>
<tr>
<th>Worktools</th>
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| Caterpillar Safety Services | 15.00%|

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume
# 2018 Caterpillar Model List – Change Summary from 2017 - 2018

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<th>Add Models</th>
<th>Customer Discount</th>
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<table>
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<tr>
<th>Delete Discontinued Models</th>
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<td>CT660, CT680, CT681 (Caterpillar exited Vocational Truck business)</td>
</tr>
<tr>
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</tr>
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</table>
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Title

Date

Signature on File

Page of (total number of pages)
AMENDMENT TO RESOLUTION DT-R-0679-16
MEMBERSHIP AGREEMENT
BETWEEN THE COUNTY OF DUPAGE
AND JULIE, INC.
(DECREASE $25,496.63 AND CLOSE; 41.12%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0679-16 on November 22, 2016; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0679-16 to JULIE, Inc. for a Membership Agreement; and

WHEREAS, the current contract total amount is $36,503.37; and

WHEREAS, JULIE, Inc. has completed all obligations under the contract, and there are allocated and unexpended funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the contract, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of $25,496.63, resulting in a final County cost of $36,503.37, a decrease of 41.12%.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
PA99-0646 Pension Obligation Projections Required by the Local Government Wage Increase Transparency Act

These calculations are projections based on the County’s internal employment and payroll records. The Illinois Municipal Retirement Fund (IMRF) will calculate the final payouts of the employee’s pension and resulting cost to the County after the employee’s actual separation from County employment.

As used in this report:

“Retention Benefit” means a payment required by the County’s Employee Retention Program. The County Board adopted the Employee Retention Program as an employee benefit in January of 1999 and discontinued it in December of 2002. Only employees hired prior to December 1, 2002 were eligible for this benefit, those hired after were not.

“Pre-FY12 Sick Time” means a payment for unused sick time that an employee accumulated prior to FY12. In 2011 the County Board amended its personnel policy so that sick time accumulated afterwards did not carry value that an employee could use to increase IMRF benefits.

EMPLOYEE OF THE STATE’S ATTORNEY OFFICE

Patricia A Vail, Senior Paralegal
Reason for Payout: Retirement Date 05/03/2019
Length of IMRF service at retirement: 18 years 6 months
Retention Benefit: 675.00 hours $16,961.54
Increase in monthly pension amount: $113.09
Increase in employer's pension cost: $15,623.03